

# EXHIBIT A

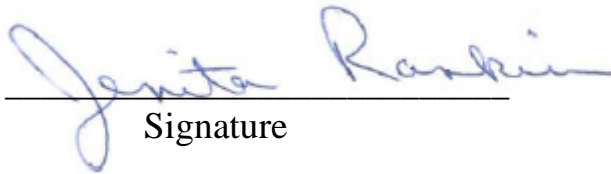
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## Certification

I, Jenita Rankin,

As a duly authorized individual retained by NATIONWIDE MUTUAL INSURANCE COMPANY and entrusted to procure materials from the administrative system of record from which this copy was produced, based upon information and belief; certify under the penalty of perjury that the attached copy of the Declaration and or Policy pages of policy number 7842HR178228 was made at or near the time of this certification, is a true and accurate copy of that which has been kept in the normal course of business.

Date: 10/27/2021

  
\_\_\_\_\_  
Signature

Jenita Rankin  
\_\_\_\_\_

Printed Name

Administrative Support Coordinator  
\_\_\_\_\_

Title



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**HOMEOWNER CUSTOMER NOTICE**

Policy Number  
78 42 HR 178228

Date Prepared  
APR 21, 2021

**How to Contact Us**  
**For Billing or Policy questions:**  
713-856-5533

**Nationwide Representative:**  
LI HSI YU  
AGENT NUMBER : 00051945  
713-856-5533

Hiu Lam Cookie Choi  
&  
Brandon Ng  
1907 KINGSTON MEADOW  
LN  
KATY TX 77494-7689

**See back of your statement for important phone numbers and other information about your insurance.**

**Note:**

The enclosed Declarations confirm change(s) made to your Homeowner Insurance Policy. Please read it carefully. Thank you for insuring with Nationwide.

**Total Billed To**

**\$1,592.35**

RETAIN THIS PORTION FOR YOUR RECORDS

At Nationwide, customer service is a top priority. Whether you are a long time customer or new, we want you to know the high value we place on your business. We consider it a privilege to serve you.

**NATIONWIDE MUTUAL INSURANCE COMPANY**

\*\*\*\*\*THIS IS NOT A BILL\*\*\*\*\*

87255000407018



**EXHIBIT A**

## **NATIONWIDE 24-HOUR CLAIM NUMBER 1-800-421-3535**

**For Billing or Policy questions:** 713-856-5533

**For Hearing Impaired:** TTY 1-800-622-2421

**All other questions:** LI HSI YU  
713-856-5533

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## HOMEOWNER POLICY DECLARATIONS

Non-Assessable

Page 1 of 4

These Declarations are a part of the policy named above and identified by policy number below. They supersede any Declarations issued earlier. Your Homeowner Policy will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. See policy for details regarding the **other coverages** and **additional coverage options**.

**Policy Number:**  
78 42 HR 178228

**Issued:**  
APR 20, 2021

**Policyholder:**  
**(Named Insured)**  
Hiu Lam Cookie Choi  
&  
Brandon Ng  
1907 KINGSTON MEADOW  
LN  
KATY TX 77494-7689

**Policy Period From:**

APR 21, 2021 to APR 21, 2022 but only if the required premium for this period has been paid, and only for annual renewal periods if premiums are paid as required. Each period begins and ends at 12:01 A.M. standard time at the Residence Premises.

**Where to access your policy documents**

In order to view, print, or save your policy documents that do not contain personally identifiable information, go to [www.nationwide.com/insurancecontracts](http://www.nationwide.com/insurancecontracts) on your Internet browser and enter your policy number. You can get hard copies of your documents mailed or emailed to you free of charge by calling 877-ON-YOUR-SIDE ® (877-669-6877). Please note that any policy documents containing personally identifiable information are not available for online viewing, unless you have registered for online account access. Go to [www.nationwide.com/signup](http://www.nationwide.com/signup) to create an account.

**Change Effective Date:**  
APR 21, 2021

**The Following Change(s) Have Been Made To Your Policy:**

This revised Declarations reflects recent changes made to your Insurance Policy.

**Residence Premises Information:**

1907 KINGSTON MEADOW	PURCHASED: 04/2021	FD KATY
LN	BUILT: 2018	KATY FS 3
KATY	CONSTRUCTION: MASONRY VENEER	PROTECTION CLASS 1
TX 77494-7689	ROOF: ARCHITECTURAL SHINGLE	MILES FROM FIRE DEPT: 003
	SUPPLEMENTAL HEATING? Y	
	002 OCCUPANTS IN DWELLING	
	ONE FAMILY	

**Additional Rating information: The following is used when determining your policy's premium. Please advise immediately if this information is incorrect.**

RATING AGE OF INSURED: 25

87255000407027



**EXHIBIT A****HOMEOWNER POLICY DECLARATIONS**

Page 2 of 4

**SECTION I**

<b>Property Coverages</b>	<b>Limits Of Liability</b>	<b>Deductible:</b> PERILS	<b>\$2,500 ALL</b>
COVERAGE-A-DWELLING	\$469,000	In case of a loss under Section I, we cover only that part of each loss over the deductible stated.	
COVERAGE-B-OTHER STRUCTURES	\$46,900		
COVERAGE-C-PERSONAL PROPERTY	\$351,750		
COVERAGE-D-LOSS OF USE *ACTUAL LOSS SUSTAINED PAYMENT NOT TO EXCEED 24 MONTHS	ALS*	<b>EXCEPTIONS</b>  2% OF COVERAGE A - DWELLING LIMIT = \$ 9,380. THIS DEDUCTIBLE APPLIES TO WINDSTORM OR HAIL LOSSES.  2% OF COVERAGE A - DWELLING LIMIT = \$ 9,380. THIS DEDUCTIBLE APPLIES TO TROPICAL C	

**SECTION II**

<b>Liability Coverages</b>	<b>Limits Of Liability</b>
COVERAGE-E-PERSONAL LIABILITY FOR EACH OCCURRENCE: PROPERTY DAMAGE AND BODILY INJURY	\$500,000
COVERAGE-F-MEDICAL PAYMENTS TO OTHERS EACH PERSON	\$5,000

**OTHER COVERAGES APPLICABLE**

See Policy or Endorsements for details regarding Other Coverages that apply to your policy.

<b>Other Coverages</b>	<b>Limits of Liability</b>
Biological Deterioration or Damage	\$10,000
Brand New Belongings	APPLIES
Building Ordinance or Law	10%
Dwelling Replacement Cost - 200%	APPLIES
Foundation	15% OF COV A
Identity Theft	\$25,000
Inflation Protection	APPLIES
Boeckh Index 0742.1	
Landlord's Furnishings	\$2,500
Loss Assessment	\$1,000
Personal Injury Liability	\$500,000
Water Backup Limited	\$50,000
Water Backup Deductible	\$2,500
Water damage	100% OF COV A
Tools	\$2,500

EXHIBIT A



# HOMEOWNER POLICY DECLARATIONS

Non-Assessable

Page 3 of 4

**Policy Number:**  
78 42 HR 178228

**Policyholder:**  
**(Named Insured)**  
Hiu Lam Cookie Choi

**Issued:**  
APR 20, 2021

**Policy Period From:**  
APR 21, 2021 TO APR 21, 2022

## PREMIUM SUMMARY

Premium Based On	Premium Amount
POLICY PREMIUM	\$1,415.44
FOUNDATION	\$41.04
WATER DAMAGE	\$92.15
WATER BACKUP	\$43.72
<b>Annual Premium</b>	<b>\$1,592.35</b>

### Annual Premium Includes Discounts For:

CLAIM FREE  
HOME PROTECTIVE DEVICE  
HOME PURCHASE  
HOME/CAR  
MULTI LINE

## FORMS and ENDORSEMENTS MADE PART OF POLICY

H 00 03 0716	Your Nationwide Homeowners Policy
H 02 07 0716	Brand New Belongings
H 03 17 0716	Dwelling Replacement Cost - 200%
H 02 03 0716	Limited Water Back-Up and Sump Discharge or Overflow Coverage
H 02 28 TX 0716	Water Damage Coverage - Texas
H 02 09 0716	Identity Theft or Identity Fraud Expenses Coverage
H 03 18 TX 0716	Foundation Coverage - Texas
H 02 04 0716	Personal Injury Coverage
H 01 00 TX 0716	Special Provisions - Texas

**Issued By:** NATIONWIDE MUTUAL INSURANCE COMPANY  
**Home Office - Columbus, Ohio**

Prior Declaration Issued: APR 15, 2021

## IMPORTANT PHONE NUMBERS

**Nationwide 24-Hour Claims Number: 1-800-421-3535**

**For Billing or Policy questions: 713-856-5533**

**For Hearing Impaired: TTY 1-800-622-2421**

**All other questions: LI HSI YU  
713-856-5533**

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HOMEOWNER POLICY DECLARATIONS

Page 4 of 4

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## TABLE OF CONTENTS

	Page
<b>AGREEMENT</b> .....	3
<b>DEFINITIONS</b> .....	3
<b>SECTION I — PROPERTY COVERAGES</b> .....	7
<b>COVERAGES</b>	
DWELLING	
OTHER STRUCTURES	
PERSONAL PROPERTY	
LOSS OF USE	
ADDITIONAL COVERAGES	
<b>PERILS INSURED AGAINST</b> .....	16
<b>EXCLUSIONS</b> .....	20
<b>CONDITIONS</b> .....	23
<b>SECTION II — LIABILITY COVERAGES</b> .....	27
<b>COVERAGES</b>	
PERSONAL LIABILITY	
MEDICAL PAYMENTS TO OTHERS	
<b>EXCLUSIONS</b>	
<b>ADDITIONAL COVERAGES</b>	
<b>CONDITIONS</b>	
<b>SECTION I AND II CONDITIONS</b> .....	37
LIBERALIZATION CLAUSE.....	37
WAIVER OR CHANGE OF POLICY PROVISIONS .....	38
CONCEALMENT OR FRAUD .....	38
CANCELLATION .....	38
RENEWAL .....	39
NONRENEWAL .....	39
ASSIGNMENT .....	39
SUBROGATION .....	39
DEATH.....	39
DIVIDENDS .....	40
OPTIONAL PAYMENT OF PREMIUM IN INSTALLMENTS .....	40
NON-SUFFICIENT FUNDS CHARGE AND LATE FEES.....	40
INTEREST RATE .....	40
APPLICABLE CONTRACT LAW .....	40
ADDITIONAL INSURED NON-OCCUPANT .....	40
BENEFITS .....	40
<b>MUTUAL POLICY CONDITIONS</b> .....	41

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## AGREEMENT

We will provide the insurance described in this policy, which includes the Declarations and attached endorsements or schedules, in return for the premium and fees, and compliance with all applicable provisions of this policy.

The applicable limits of liability and optional coverages you selected are shown on the Declarations. To maintain an appropriate amount of coverage, it is your duty to advise us as soon as possible of additions, alterations or renovations to your dwelling which increase the reconstruction cost of your dwelling by \$5,000 or more.

We may increase the amount of coverage shown on the Declarations to reflect current costs and values when reconstruction cost estimates are conducted, to reflect the most recent index shown on the Declarations, or when the policy renews. In the event of loss, we may increase the amount of coverage shown on the Declarations to reflect the most recent index. We will compare the latest available index to the index as of the effective date of this policy. We will adjust the limit of liability by the percentage change in the index. The premium for this policy at the next anniversary date shall be for the adjusted limits of liability.

You have a duty to notify us as soon as possible of any change which may affect the risk under this policy. This includes, but is not limited to, changes:

- (1) In the title/ownership of the "residence premises"; or
- (2) In the occupancy or use of the "residence premises".

You agree to an interior and/or exterior inspection of the "residence premises" by one of our representatives to determine your continued eligibility. Such inspection will be performed with prior advance notice, and will not be performed more than once a year. Failure to allow an interior and/or exterior inspection in accordance with these terms may result in nonrenewal of your policy.

The premium for the coverage provided by this policy and attached endorsements is based on information in our possession. Any change or correction in this information will allow us to make an adjustment of the premium.

Any part of this policy that may be in conflict with statutes of the state in which this policy is issued is hereby amended to conform.

## DEFINITIONS

- A. "We", "us" and "our" refer to the Company providing this insurance.
- B. Throughout this policy, "you" and "your" refer to:
  1. The "named insured" shown in the Declarations;
  2. The spouse if a resident of the same household;
  3. The civil partner of the named insured by Civil Union or Registered Domestic Partnership filed and recognized by the state if a resident of the same household; or
  4. A "Domestic partner".

If the spouse or civil partner who has entered into a Civil Union or Registered Domestic Partnership with the named insured ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse or civil partner will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's or civil partner's change of residency;
2. The effective date of another policy listing the spouse or civil partner as a named insured; or
3. The end of the policy period.

- C. In addition, certain words and phrases are defined as follows:



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1. "Actual Cash Value" means the amount it would cost to repair or replace covered property with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.
2. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
  - a. Liability for "bodily injury" or "property damage" arising out of the:
    - (1) Ownership of such vehicle or craft by an "insured";
    - (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
    - (3) Entrustment of such vehicle or craft by an "insured" to any person;
    - (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
    - (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
  - b. For the purpose of this definition:
    - (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft, unless the model or hobby aircraft is:
      - (a) Used or designed to carry people or cargo;
      - (b) Used or designed for commercial purposes; or
      - (c) Used in violation of local, state or federal laws governing the use of aircraft, model aircraft or unmanned aircraft systems;
    - (2) Hovercraft means a self-propelled motorized ground-effect vehicle and includes, but is not limited to, flarecraft and air-cushion vehicles;
    - (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
    - (4) Motor vehicle means a "motor vehicle" as defined in **10.** below.
3. "Biological deterioration or damage" means damage or decomposition, breakdown and/or decay of manmade or natural material due to the presence of fungi, algae, lichens, slime, mold, bacteria, wet or dry rot and any by-products of these organisms, however produced. Fungi as used above include, but are not limited to yeasts, mold, mildew, rust, smuts or fleshy fungi such as mushrooms, puffballs and coral fungi.
4. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results. "Bodily injury" does not include emotional distress, mental anguish, humiliation, mental distress or injury, or any similar injury unless the direct result of bodily harm.
5. "Business" means:
  - a. A trade, profession or occupation, including self-employment, engaged in on a full-time, part-time or occasional basis; or
  - b. Any other activity engaged in for money or other compensation, except the following:
    - (1) One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total gross compensation for the 12 months before the beginning of the policy period;
    - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
    - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or



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(4) The rendering of home day care services to a relative of an "insured".

6. "Domestic partner" means a person living with you and sharing a common domestic life and whose relationship resembles a mutually exclusive partnership such as that of a marriage, and:

- a. Is at least 18 years of age and capable of entering into a legal contract;
- b. Is not a relative; and
- c. Shares with you financial interdependence and common residence.

Evidence of such includes, but is not limited to:

- (1) Joint domestic responsibility for the maintenance of the household;
- (2) Having joint financial obligations, resources or assets;
- (3) Documents such as a driver's license, tax returns or bills showing a common address for both parties;
- (4) Both parties receiving mail at the same address; or
- (5) A declaration of domestic partnership with that person or similar declaration about that person with an employer or government entity.

A "domestic partner" does not include more than one person, a roommate or housemate whether sharing expenses equally or not, or one who pays rent to you.

7. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".

8. "Insured" means:

- a. You and residents of your household who are:
  - (1) Your relatives; or
  - (2) Other persons under the age of 21 and in your care or the care of a resident of your household who is your relative;
- b. A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
  - (1) 24 and your relative; or
  - (2) 21 and in your care or the care of a resident of your household who is your relative;
- c. Under Section II:
  - (1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person described in **8.a.** or **b.** "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
  - (2) With respect to a "motor vehicle" to which this policy applies:
    - (a) Persons while engaged in your employ or that of any person described in **8.a.** or **b.**; or
    - (b) Other persons using the vehicle on an "insured location" with your consent.

Under both Sections I and II, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

9. "Insured location" means:

- a. The "residence premises";



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- b. The part of other premises, other structures and grounds used by you as a residence; and
    - (1) Which is shown in the Declarations; or
    - (2) Which is acquired by you during the policy period for your use as a residence;
  - c. Any premises used by you in connection with a premises described in **a.** and **b.** above;
  - d. Any part of a premises:
    - (1) Not owned by an "insured"; and
    - (2) Where an "insured" is temporarily residing;
  - e. Vacant land, other than farm land, owned by or rented to an "insured";
  - f. Land owned by or rented to an "insured" on which a one-, two-, three- or four-family dwelling is being built as a residence for an "insured";
  - g. Individual or family cemetery plots or burial vaults of an "insured"; or
  - h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
10. "Motor vehicle" means:
- a. A self-propelled land or amphibious vehicle; or
  - b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.
11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
- a. "Bodily injury"; or
  - b. "Property damage".
12. "Professional services" means "bodily injury", "property damage", or added by endorsement, "personal injury" due to the rendering or failure to render any "professional service". This includes but is not limited to:
- a. Legal, accounting or advertising services;
  - b. Preparing, approving, or failing to prepare or approve:
    - (1) Maps;
    - (2) Drawings;
    - (3) Options;
    - (4) Reports;
    - (5) Surveys;
    - (6) Change orders;
    - (7) Designs; or
    - (8) Specifications;
  - c. Supervisory, inspection, engineering or architectural services;
  - d. Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
  - e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, personal grooming or tattooing;
  - f. Optometry or optical or hearing aid services, including but not limited to the prescribing, preparing, fitting, demonstrating or distributing of ophthalmic lenses and similar products or hearing aid services;



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- g. Body piercing services;
  - h. Pharmacological services; and
  - i. Any other health or therapeutic service, treatment, advice or instruction.
13. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
14. "Residence employee" means:
- a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
  - b. One who performs similar duties elsewhere not related to the "business" of an "insured".
- A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.
15. "Residence premises" means:
- a. The one-family dwelling where you reside;
  - b. The two-, three- or four-family dwelling where you reside in at least one of the family units; or
  - c. That part of any other building where you reside;
- on the inception date of the policy period shown in the Declarations and which is shown as the "residence premises" in the Declarations.
- "Residence premises" also includes other structures and grounds at that location.

## SECTION I — PROPERTY COVERAGES

### A. Coverage A — Dwelling

- 1. We cover:
  - a. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
  - b. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".
- 2. We do not cover land, including land on which the dwelling is located, or the replacement, rebuilding, restoration, stabilization or value of such land.

### B. Coverage B — Other Structures

- 1. We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.
- 2. We do not cover:
  - a. Land, including land on which the other structures are located, or the replacement, rebuilding, restoration, stabilization or value of such land;
  - b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
  - c. Other structures from which any "business" is conducted; or
  - d. Other structures used to store "business" property. However, we do cover a structure that contains "business" property solely owned by an "insured" or a tenant



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of the dwelling, provided that "business" property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

3. The limit of liability for this coverage is stated in the Declarations and will not be less than 10% of the limit of liability that applies to Coverage **A**. Use of this coverage does not reduce the Coverage **A** limit of liability.

### **C. Coverage C — Personal Property**

#### **1. Covered Property**

We cover personal property owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

#### **2. Limit For Property At Other Locations**

##### **a. Other Residences**

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage **C** or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because it is:
  - (a) Being repaired, renovated or rebuilt; and
  - (b) Not fit to live in or store property in; or
- (2) In a newly acquired principal residence for 30 days from the time you begin to move the property there.

##### **b. Self-storage Facilities**

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is 10% of the limit of liability for Coverage **C** or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- (1) Moved from the "residence premises" because it is:
  - (a) Being repaired, renovated or rebuilt; and
  - (b) Not fit to live in or store property in; or
- (2) Usually located in an "insured's" residence, other than the "residence premises".

#### **3. Special Limits Of Liability**

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage **C** limit of liability.

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$2,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.





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- c. \$2,500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$2,500 on trailers or semitrailers not used with watercraft of all types.
- e. \$2,500 for loss by theft of jewelry, watches, furs, and precious and semiprecious stones. No more than \$1,000 of this special limit will be paid for any one item.
- f. \$2,500 for loss by theft of firearms and related equipment.
- g. \$2,500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$2,500 on property, on the "residence premises", used primarily for "business" purposes.
- i. \$500 on property, away from the "residence premises", used primarily for "business" purposes. However, this limit does not apply to antennas, tapes, wires, records, disks or other media that are:
  - (1) Used with electronic equipment that reproduces, receives or transmits audio, visual or data signals; and
  - (2) In or upon a "motor vehicle".
- j. \$2,500 for loss by theft of cameras (film, digital or video), including accessories. It does not include cameras used in "business".
- k. \$2,500 or the limit shown on the Declarations for loss by theft of tools not used in "business". This limit does not apply to lawn and garden tools used to service the "residence premises".

#### **4. Property Not Covered**

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds or fish;
- c. "Motor vehicles".

This includes a "motor vehicle's" equipment and parts, whether furnished by the manufacturer or an individual, and whether attached to or separated from the "motor vehicle". However, this Paragraph **4.c.** does not apply to:

- (1) Portable electronic equipment that:
  - (a) Reproduces, receives or transmits audio, visual or data signals; and
  - (b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.
- (2) "Motor vehicles" not required to be registered for use on public roads or property which are:
  - (a) Used solely to service a residence; or
  - (b) Designed to assist the handicapped;
- d. Aircraft, meaning any contrivance used or designed for flight, including any parts whether or not attached to the aircraft.

We do cover model or hobby aircraft, unless the model or hobby aircraft is:

- (1) Used or designed to carry people or cargo;
- (2) Used or designed for commercial purposes; or



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- (3) Damaged while used in violation of local, state, or federal laws governing the use of aircraft, model or hobby aircraft, or unmanned aircraft systems;
- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground-effect vehicle and includes, but is not limited to, flarecraft and air-cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property at the "residence premises" of roomers and boarders related to an "insured";
- g. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in **E.10. Landlord's Furnishings** under **Section I — Property Coverages**;
- h. Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such data stored in:
  - (1) Books of account, drawings or other paper records; or
  - (2) Computers and related equipment.We do cover the cost of blank recording or storage media and of prerecorded computer programs available on the retail market;
- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money** under **Section I — Property Coverages**;
- k. Water or steam; or
- l. House or travel trailers.

#### **D. Coverage D — Loss Of Use**

The limit of liability for Coverage **D** is the total limit for the coverages in **1. Additional Living Expense**, **2. Fair Rental Value** and **3. Civil Authority Prohibits Use** below.

##### **1. Additional Living Expense**

If a loss covered under **Section I** makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere. Payment will not exceed the actual loss sustained or 24 months from the date of loss, whichever occurs first.

##### **2. Fair Rental Value**

If a loss covered under **Section I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises. Payment will not exceed the actual loss sustained or 24 months from the date of loss, whichever occurs first.

##### **3. Civil Authority Prohibits Use**

If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss as provided in **1. Additional Living Expense** and **2. Fair Rental Value** above for no more than two weeks.



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#### **4. Loss Or Expense Not Covered**

We do not cover loss or expense due to cancellation of a lease or agreement.

The periods of time under **1.** Additional Living Expense, **2.** Fair Rental Value and **3.** Civil Authority Prohibits Use above are not limited by expiration of this policy.

This coverage does not apply to an "insured's" "business", whether conducted on or off any "insured location".

#### **E. Additional Coverages**

These additional coverages are subject to the policy deductible except as noted. In no event will the deductible be applied more than once to any one loss.

##### **1. Debris Removal**

**a.** We will pay your reasonable incurred expense for the removal of:

- (1)** Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- (2)** Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit is available for such expense.

**b.** We will also pay your reasonable incurred expense, up to \$1,000, for the removal from the "residence premises" of:

- (1)** Your trees felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- (2)** A neighbor's trees felled by a Peril Insured Against under Coverage **C**.

The \$1,000 limit is the most we will pay in any one loss, regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

##### **2. Reasonable Repairs**

**a.** We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

**b.** If the measures taken involve repair to other damaged property, we will only pay if that property is covered under this policy and the damage is caused by a Peril Insured Against. This coverage does not:

- (1)** Increase the limit of liability that applies to the covered property; or
- (2)** Relieve you of your duties, in case of a loss to covered property, described in **C.4.** under Section **I** — Conditions.

##### **3. Trees, Shrubs And Other Plants**

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

- a.** Fire or lightning;
- b.** Explosion;
- c.** Riot or civil commotion;
- d.** Aircraft;



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- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or malicious mischief;
- g. Theft; or
- h. Collapse of a building.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be paid for any one tree, shrub or plant.

We do not cover trees, shrubs, plants or lawns:

- a. Grown for "business" purposes; or
- b. That are part of, or a continuation of, a forest, including national forest or wildlife preserve.

This coverage is additional insurance.

#### **4. Fire Department Service Charge**

We will pay up to \$1,000 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

#### **5. Property Removed**

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. After 30 days the property is covered for direct loss only from a Peril Insured Against named under Coverage C.

This coverage does not change the limit of liability that applies to the property being removed.

#### **6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money**

- a. We will pay up to \$500 for:

- (1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- (2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- (3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- (4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or groups of persons or in which any one person is concerned or implicated is considered to be one loss. This is regardless of the period of time over which the act occurs.

This coverage is additional insurance. No deductible applies to this coverage.

- b. We do not cover:

- (1) Use of a credit card, electronic fund transfer card or access device:
  - (a) By a resident of your household;



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EXHIBIT A

- (b) By a person who has been entrusted with either type of card or access device; or
- (c) Any person if an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed;
- (2) Loss arising out of "business" use or dishonesty of an "insured"; or
- (3) Identity theft or identity fraud, including a covered act as outlined in **a.(1)** through **(4)** of this section. Identity theft or identity fraud means the act of knowingly using or transferring without legal authority personal identifying information of an "insured" such as name, social security number, driver's license number, bank account number(s) or credit card number(s) with the intent to commit, or to aid or abet another to commit, any illegal activity that constitutes a felony under any applicable state or local law or violation of federal law.
- c. If the coverage in **a.** above applies, the following defense provisions also apply:
  - (1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
  - (2) If a suit is brought against an "insured" for liability under **a.(1)** or **(2)** above, we will provide a defense at our expense by counsel of our choice.
  - (3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under **a.(3)** above.

Our duty to defend does not apply to liability or loss associated with identity theft or identity fraud as defined in **b.(3)** above.

## 7. Loss Assessment

- a. We will pay up to the Loss Assessment coverage limit shown on the Declarations for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", by a corporation or association of property owners. The assessment must be made as a result of direct loss to property, owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than:
  - (1) Earthquake; or
  - (2) Land shock waves or tremors before, during or after a volcanic eruption.

Our total limit for Loss Assessment coverage under this policy shall not exceed the limit shown on the Declarations, regardless of the number of assessments. Our total limit for Loss Assessment coverage under this policy shall also not exceed the limit shown on the Declarations, regardless of whether the loss is covered under Section **I**, Section **II** or both Section **I** and Section **II** of the policy. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.
- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.
- c. Paragraph **Q. Policy Period** under Section **I — Conditions** does not apply to this coverage.

This coverage is additional insurance.

This coverage is excess over other valid and collectible insurance covering the corporation or association of property owners.



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## 8. Collapse

- a. The coverage provided under this Additional Coverage — Collapse applies only to an abrupt collapse.
- b. For the purpose of this Additional Coverage — Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- c. This Additional Coverage — Collapse does not apply to:
  - (1) A building or any part of a building that is in danger of falling down or caving in;
  - (2) A part of a building that is standing, even if it has separated from another part of the building; or
  - (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:
  - (1) The Perils Insured Against named under Coverage C;
  - (2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
  - (3) Insect or animal damage to a building or any part of a building that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
  - (4) Weight of contents, equipment, animals or people;
  - (5) Weight of rain, ice, sleet or snow which collects on a roof; or
  - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- e. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under **d.(2)** through **(6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.
- f. This coverage does not increase the limit of liability that applies to the damaged covered property.

## 9. Glass Or Safety Glazing Material

- a. We cover:
  - (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
  - (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
  - (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not include loss:
  - (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.(3)** above; or
  - (2) On the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results



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directly from earth movement as provided in **a.(2)** above. A dwelling being constructed is not considered vacant.

- c. This coverage does not increase the limit of liability that applies to the damaged property.

#### **10. Landlord's Furnishings**

We will pay up to the coverage limit shown on the Declarations for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in Coverage **C**, other than Theft.

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

This coverage does not increase the limit of liability applying to the damaged property.

This coverage is excess over other valid and collectible insurance.

#### **11. Ordinance Or Law**

- a. The amount of ordinance or law coverage is shown on the Declarations. It is a percentage of the limit of liability that applies to Coverage **A** — Dwelling and provides coverage for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in **a.** above.
- c. We do not cover:
  - (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law;
  - (2) The costs to comply with any ordinance or law which requires any "insured" or others to replace, repair, regrade, remove, stabilize, change the contour of, or otherwise alter land, unless under or immediately surrounding the damaged building structure; or
  - (3) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

The damaged or destroyed building structure must be repaired or replaced at the "residence premises".

This coverage is additional insurance.





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## 12. Grave Markers

We will pay up to \$5,000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Coverage **C**.

This coverage does not increase the limits of liability that apply to the damaged covered property.

## 13. Refrigerated Property

If a power interruption occurs, off the "residence premises", we will pay up to a maximum of \$500 for loss of contents in a freezer or refrigerator due to temperature changes. You must use all reasonable means to protect the covered property from damage or this coverage is void.

All Refrigerated Property losses covered under this provision are subject to a \$500 deductible. However, if the same event results in additional covered loss under Section **I** — Property Coverages, and that loss is also subject to a deductible, the largest deductible applicable shall apply once to all covered losses.

## 14. Biological Deterioration Or Damage Clean Up And Removal

In the event that a covered cause of loss results in "biological deterioration or damage" to property covered under Coverages **A**, **B**, and **C**, we will pay, up to the amount shown on the Declarations, for:

- a. The cost to clean up, remove and dispose of the "biological deterioration or damage" to covered property;
- b. The cost to tear out and replace any part of the building or other covered property needed to gain access to the "biological deterioration or damage";
- c. The cost of testing which is performed in the course of clean up and removal of the "biological deterioration or damage" from the "residence premises", and
- d. Additional living expenses you may incur, as outlined under Coverage **D** that result from items **a.**, **b.** or **c.** above.

The coverage amount shown on the Declarations for this Additional Property Coverage is the most we will pay for loss or costs payable under this Additional Coverage. Such costs are payable only if you report the "biological deterioration or damage" to us within 180 days of having first discovered the "biological deterioration or damage".

The covered cause of loss that causes or results in "biological deterioration or damage" to covered property must have occurred during the policy period.

This is an additional amount of coverage.

## SECTION I — PERILS INSURED AGAINST

### A. Coverage A — Dwelling And Coverage B — Other Structures

1. We insure against direct physical loss to property described in Coverages **A** and **B**.
  2. We do not insure, however, for loss:
    - a. Excluded under Section **I** — Exclusions;
    - b. Involving collapse, including any of the following conditions of property or any part of the property:
      - (1) An abrupt falling down or caving in;
      - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
      - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above;
- except as provided in **E.8. Collapse** under Section **I** — Property Coverages; or





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EXHIBIT A

**c. Caused by:**

- (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:
  - (a) Maintain heat in the building; or
  - (b) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;
- (2) Freezing, thawing, pressure or weight of water, snow or ice, whether driven by wind or not, to a:
  - (a) Fence, pavement, patio or swimming pool;
  - (b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building, or other structure;
  - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
  - (d) Pier, wharf or dock;
- (3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- (4) Vandalism and malicious mischief, and any ensuing loss caused by any act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (5) Continuous or repeated seepage or leakage of water, steam or moisture, or presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or a household appliance that results in deterioration or rust.
 

Continuous or repeated seepage or leakage of water from within or around any shower stall, shower tub, tub installation or other plumbing fixture, including its walls, ceilings or floors, is also excluded.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;
- (6) Any of the following:
  - (a) Wear and tear, marring, deterioration;
  - (b) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;
  - (c) Smog, rust or other corrosion, or dry rot;
  - (d) Smoke from agricultural or industrial operations;
  - (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage C.



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Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- (g) Birds, rodents or insects;
- (h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals;
- (i) Animals owned or kept by an "insured";
- (j) Root growth, movement or action;
- (k) Mismatch of color between undamaged material and new material used to replace old, weathered or oxidized damaged material; or
- (l) Mismatch between undamaged material and new material used to repair or replace damaged material due to outdated, obsolete or discontinued products.

**Exception To c.(6)**

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage **A** or **B** resulting from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

Section **I** — Exclusion **A.3.** Water, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under **c.(6)** above.

Under **2.b.** and **c.** above, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

**B. Coverage C — Personal Property**

We insure for direct physical loss to the property described in Coverage **C** caused by any of the following perils unless the loss is excluded in Section **I** — Exclusions.

**1. Fire Or Lightning**

**2. Windstorm Or Hail**

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.



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**EXHIBIT A**

**3. Explosion**

**4. Riot Or Civil Commotion**

**5. Aircraft**

This peril includes model or hobby aircraft, self-propelled missiles and spacecraft.

**6. Vehicles**

**7. Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural or industrial operations.

**8. Vandalism Or Malicious Mischief**

This peril does not include loss to property on the "residence premises" if the dwelling has been vacant for more than 30 consecutive days before the loss. A dwelling under construction is not considered vacant.

**9. Theft**

- a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.
- b. This peril does not include loss caused by theft:
  - (1) Committed by an "insured";
  - (2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
  - (3) From that part of a "residence premises" rented by an "insured" to someone other than another "insured"; or
  - (4) That occurs off the "residence premises" of:
    - (a) Trailers, semitrailers and campers;
    - (b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
    - (c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 90 days immediately before the loss.

**10. Falling Objects**

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

**11. Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

**12. Accidental Discharge Or Overflow Of Water Or Steam**

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. This peril does not include loss:
  - (1) To the system or appliance from which the water, steam or moisture escaped;



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- (2) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing;
  - (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
  - (4) Caused by continuous or repeated seepage or leakage of water, steam or moisture, or presence or condensation of humidity, moisture or vapor, which occurs over a period of weeks, months or years and results in deterioration, corrosion or rust.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. Section I — Exclusion A.3. Water, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

### 13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

### 14. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

### 15. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that is a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

### 16. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

## SECTION I — EXCLUSIONS

- A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

### 1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion A.1.a.



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does not apply to the amount of coverage that may be provided for in **E.11.** Ordinance Or Law under Section **I** — Property Coverages;

- b.** The requirements of which result in a loss in value to property; or
- c.** Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Exclusion **A.1.** applies whether or not the property has been physically damaged, or if the irritant or contaminant has a function with respect to your property or "business".

## **2. Earth Movement**

Earth Movement means:

- a.** Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b.** Landslide, mudslide or mudflow;
- c.** Subsidence or sinkhole; or
- d.** Any other earth movement including earth sinking, rising or shifting.

This Exclusion **A.2.** applies regardless of whether any of the above, in **A.2.a.** through **A.2.d.**, is caused by an act of nature or is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above, in **A.2.a.** through **A.2.d.**, is covered.

## **3. Water**

This means:

- a.** Flood, surface water, waves, including tidal wave and tsunamis, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b.** Water which:
  - (1)** Backs up through sewers or drains from outside the dwelling's plumbing system; or
  - (2)** Overflows or is otherwise discharged from a sump, sump pump, related equipment, or other system designed to remove subsurface water from the foundation area.
- c.** Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- d.** Waterborne material carried or otherwise moved by any of the water referred to in **A.3.a.** through **A.3.c.** of this exclusion.

This Exclusion **A.3.** applies regardless of whether any of the above, in **A.3.a.** through **A.3.d.**, is caused by an act of nature or is otherwise caused.

This Exclusion **A.3.** applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in **A.3.a.** through **A.3.d.**, is covered.



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#### **4. Power Failure**

Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss caused by that peril.

This Exclusion **A.4.** does not apply to the amount of coverage that may be provided for in **E.13.** Refrigerated Property under Section **I — Property Coverages.**

#### **5. Neglect**

Neglect means neglect of an "insured" to use all reasonable means to save and preserve property at and after the time of a loss.

#### **6. War**

War includes the following and any consequence of any of the following:

- a.** Undeclared war, civil war, insurrection, rebellion or revolution;
- b.** Warlike act by a military force or military personnel; or
- c.** Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

#### **7. Nuclear Hazard**

This Exclusion **A.7.** pertains to Nuclear Hazard to the extent set forth in **N.** Nuclear Hazard Clause under Section **I — Conditions.**

#### **8. Intentional Acts**

Intentional Acts means loss resulting from an act committed by or at the direction of an "insured" that may reasonably be expected to result from such acts, or is the intended result from such acts. Intentional acts include criminal acts.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

#### **9. Governmental Action**

Governmental Action means the destruction, confiscation or seizure of property described in Coverage **A, B** or **C** by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

#### **10. Diminution In Value**

Diminution In Value includes, but is not limited to, damages for any perceived or actual reduction in the market value of any property.

#### **11. Increased Hazard**

Increased Hazard means any loss occurring while hazard is increased by a means within the control and knowledge of an "insured".

#### **12. "Biological Deterioration Or Damage"**

"Biological deterioration or damage" is excluded except as provided in **E.14.** Biological Deterioration Or Damage Clean Up And Removal under Section **I — Property Coverages.**

#### **13. Tsunami**

Tsunami means loss resulting from a tsunami caused by, but not limited to, any of the following:

- a.** Earth movement, including:
  - (1)** Earthquake;



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- (2) Volcanic eruption;
  - (3) Avalanche, rock or ice falls;
  - (4) Landslides;
  - (5) Subsidence;  
whether occurring above or below sea level;
  - b. Asteroids or meteorites; or
  - c. Nuclear explosion.
- B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.
- 1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss.
  - 2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - 3. Faulty, inadequate or defective:
    - a. Planning, zoning, development, surveying, siting;
    - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, backfilling;
    - c. Materials used in repair, construction, renovation or remodeling; or
    - d. Maintenance;of part or all of any property whether on or off the "residence premises".

## SECTION I — CONDITIONS

### A. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

- 1. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
- 2. For more than the applicable limit of liability.

### B. Deductible

Unless otherwise noted in this policy, the following deductible provision applies:

With respect to any one loss:

- 1. Subject to the applicable limit of liability, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.
- 2. If two or more deductibles under this policy apply to the loss, only the highest deductible amount will apply.
- 3. Deductibles may be stated as a specific dollar amount or as a percentage of the limit of liability for the covered property.

### C. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if you or an "insured" seeking coverage fails to comply with the following duties:

- 1. Give prompt notice to us or our agent. If loss is caused by or results from the peril of hail, loss must be reported to us or our agent within 12 months of the loss event;
- 2. Notify the police in case of loss by theft;



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EXHIBIT A

3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I — Property Coverages**;
4. Protect the property from further damage. If repairs to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property; and
  - b. Keep an accurate record of repair expenses;
5. Cooperate with us in the investigation of a claim;
6. Prepare an inventory of damaged personal property showing the quantity, description, "actual cash value" and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
7. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request and permit us to make copies;
  - c. Make statements to us, including recorded interviews;
  - d. Submit to examination under oath by our representatives and sign same. Upon request, the exams will be conducted separately and not in the presence of any other persons except the legal representative of the person submitting to the examination under oath, our representatives and a court reporter; and
  - e. Preserve any tangible property or evidence;
8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - a. The time and cause of loss;
  - b. The interests of all "insureds" and all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;
  - d. Changes in title or occupancy of the property during the term of the policy;
  - e. Specifications of damaged property and detailed repair estimates;
  - f. The inventory of damaged personal property described in **6.** above;
  - g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
  - h. Evidence or affidavit that supports a claim under **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money under Section I — Property Coverages**, stating the amount and cause of loss.

#### **D. Loss Settlement**

In this Condition **D.**, the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **E.11. Ordinance Or Law under Section I — Property Coverages**. Covered property losses are settled as follows:

1. Property of the following types:
  - a. Personal property;
  - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;
  - c. Structures that are not buildings; and





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EXHIBIT A

- d. Grave markers, including mausoleums;  
at "actual cash value" at the time of loss but not more than the amount required to repair or replace.
- 2. Buildings under Coverage **A** or **B** at replacement cost without deduction for depreciation, subject to the following:
  - a. We will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
    - (1) The limit of liability under this policy that applies to the building;
    - (2) The replacement cost of that part of the building damaged for like construction and use on the same premises; or
    - (3) The necessary amount actually spent to repair or replace the damaged building. If the building is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the building had been built at the original premises.
  - b. We will pay no more than the "actual cash value" of the damage until actual repair or replacement is complete, unless the cost to repair or replace the damage is both:
    - (1) Less than 5% of the amount of insurance in this policy on the building; and
    - (2) Less than \$2,500.
  - c. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an "actual cash value" basis. You may then make claim for any additional liability according to the provisions of this Condition **D. Loss Settlement**, provided you:
    - (1) Notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building; and
    - (2) Complete the repair or replacement within two years of the date of the loss.
 Repair or replacement must be evidenced by the original replacement receipt, invoice or bill.

#### **E. Loss To A Pair Or Set**

In case of loss to a pair or set we may elect to:

- 1. Repair or replace any part to restore the pair or set to its value before the loss; or
- 2. Pay the difference between "actual cash value" of the property before and after the loss.

#### **F. Appraisal**

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

- 1. Pay its own appraiser; and
- 2. Bear the other expenses of the appraisal and umpire equally, except that any fees for expert witnesses or attorneys will be paid by the party who hires them.



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Neither the umpire nor the appraisers will have a financial interest that is conditioned on the outcome of the specific matter for which they are called to serve.

This is not a provision providing for or requiring arbitration.

The appraisers and umpire are only authorized to determine the "actual cash value", replacement cost, or cost to repair the property that is the subject of the claim. They are not authorized to determine coverage, exclusions, conditions, forfeiture provisions, conditions precedent, or any other contractual issues that may exist between you and us. The appraisal award cannot be used by either you or us in any proceeding concerning coverage, exclusions, forfeiture provisions, conditions precedent, or other contractual issues. However, once contractual liability is admitted or determined, the appraisal award is binding upon you and us. This appraisal process and authority granted to the appraisers and the umpire can only be expanded or modified by written mutual consent signed by you and us.

#### **G. Other Insurance And Service Agreement**

If a loss covered by this policy is also covered by:

1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

#### **H. Suit Against Us**

No action can be brought against us unless there has been full compliance with all of the terms under Section **I** of this policy and the action is started within two years after the date of loss.

#### **I. Our Option**

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

#### **J. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

If we have paid a loss for damage to your real or personal property, we will take appropriate deduction from any payment due for any subsequent loss for damage to the same covered real or personal property, unless you furnish us with proof that the prior damage has been repaired.

#### **K. Abandonment Of Property**

We need not accept any property abandoned by an "insured".

#### **L. Mortgage Clause**

1. If a mortgagee is named in this policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.



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2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
  - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs **C. Duties After Loss**, **F. Appraisal**, **H. Suit Against Us** and **J. Loss Payment under Section I — Conditions** also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
  - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
  - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

**M. No Benefit To Bailee**

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

**N. Nuclear Hazard Clause**

1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This policy does not apply under Section **I** to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

**O. Recovered Property**

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. After we have paid for a loss, we have the right to all or part of any salvageable property. We may permit you to keep the damaged property but we will reduce the amount of the loss paid to you by the value of the retained damaged property.

**P. Volcanic Eruption Period**

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

**Q. Policy Period**

This policy applies only to loss which occurs during the policy period.



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#### **R. Dwelling**

We insure the dwelling, as described in the Declarations of this policy, only as the "residence premises", while occupied by the "insured" as the owner, for dwelling purposes and not otherwise. This condition applies, at the time of loss, to Coverage **A** — Dwelling, Coverage **B** — Other Structures and Coverage **C** — Personal Property as provided by this contract.

### **SECTION II — LIABILITY COVERAGES**

#### **A. Coverage E — Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages due to an "occurrence" resulting from negligent personal acts or negligence arising out of the ownership, maintenance or use of real or personal property, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice. We may investigate and settle any claim or suit. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

#### **B. Coverage F — Medical Payments To Others**

We will pay the reasonable and necessary medical and funeral expenses that are "incurred" within three years from the date of an accident causing "bodily injury". This coverage does not apply to you or regular residents of your household except "residence employees".

As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
  - a. Arises out of a condition on the "insured location";
  - b. Is caused by the activities of an "insured";
  - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
  - d. Is caused by an animal owned by or in the care of an "insured".

### **SECTION II — EXCLUSIONS**

#### **A. "Motor Vehicle Liability"**

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
  - c. Is being:
    - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - (2) Rented to others;
    - (3) Used to carry persons or cargo for a fee or compensation; or
    - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.



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2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:
  - a. In dead storage on an "insured location", which means physically prepared for long-term storage;
  - b. Used solely to service a residence;
  - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
    - (1) Being used to assist a handicapped person; or
    - (2) Parked on an "insured location";
  - d. Designed for recreational use off public roads and:
    - (1) Not owned by an "insured"; or
    - (2) Owned by an "insured" provided the "occurrence" takes place:
      - (a) On an "insured location" as defined in Definition **C.9.a., b., d., e. or h.**; or
      - (b) Off an "insured location" and the "motor vehicle" is:
        - (i) Designed as a toy vehicle for use by children under seven years of age;
        - (ii) Powered by one or more batteries; and
        - (iii) Not built or modified after manufacture to exceed a speed of five miles per hour on level ground; or
  - e. A motorized golf cart that is owned by an "insured", designed to carry up to four persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of a golfing facility and is parked or stored there, or being used by an "insured" to:
    - (1) Play the game of golf or for other recreational or leisure activity allowed by the facility;
    - (2) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
    - (3) Cross public roads at designated points to access other parts of the golfing facility.

**B. "Watercraft Liability"**

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a fee or compensation; or
  - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
  - a. Is stored;
  - b. Is a sailing vessel, with or without auxiliary power, that is:
    - (1) Less than 26 feet in overall length; or
    - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
  - c. Is not a sailing vessel and is powered by:



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EXHIBIT A

- (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
  - (a) 50 horsepower or less and not owned by an "insured"; or
  - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
- (2) One or more outboard engines or motors with:
  - (a) 25 total horsepower or less;
  - (b) More than 25 horsepower if the outboard engine or motor is not owned by or rented to an "insured";
  - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period and your intent to insure it is reported to us in writing within 45 days after you acquire it; or
  - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
    - (i) You declare it at policy inception; or
    - (ii) Your intent to insure it is reported to us in writing within 45 days after you acquire it.

The coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

**C. "Aircraft Liability"**

This policy does not cover "aircraft liability".

**D. "Hovercraft Liability"**

This policy does not cover "hovercraft liability".

**E. Coverage E — Personal Liability And Coverage F — Medical Payments To Others**

Coverages E and F do not apply to the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" which is expected or intended by an "insured", even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity or property than initially expected or intended.

However, this Exclusion E.1. does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force by an "insured" to protect persons or property;

**2. Criminal Acts**

"Bodily injury" or "property damage" caused by or resulting from an act or omission that is criminal in nature and committed by an "insured". This exclusion applies regardless of whether the "insured" is actually charged with or convicted of a crime;

**3. "Business"**

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion E.3. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".



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- b. This Exclusion **E.3.** does not apply to:
- (1) The rental or holding for rental of an "insured location";
    - (a) On an occasional basis if used only as a residence;
    - (b) In part for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
    - (c) In part, as an office, school, studio or private garage; and
  - (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;
- 4. "Professional Services"**  
"Bodily injury" or "property damage" arising out of the rendering of or failure to render "professional services";
- 5. "Insured's" Premises Not An "Insured Location"**  
"Bodily injury" or "property damage" arising out of a premises:
- a. Owned by an "insured";
  - b. Rented to an "insured"; or
  - c. Rented to others by an "insured";
- that is not an "insured location";
- 6. War**  
"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:
- a. Undeclared war, civil war, insurrection, rebellion or revolution;
  - b. Warlike act by a military force or military personnel; or
  - c. Destruction, seizure or use for a military purpose.
- Discharge of a nuclear weapon will be deemed a warlike act even if accidental;
- 7. Communicable Disease**  
"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";
- 8. Sexual Molestation, Corporal Punishment, Physical Or Mental Abuse, Or Harassment**  
"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment, physical or mental abuse, or harassment, including sexual harassment, whether actual, alleged or threatened;
- 9. Controlled Substance**  
"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the lawful orders of a licensed health care professional;
- 10. Environmental Exposures**  
"Bodily injury", "property damage", or where added by endorsement, personal injury arising out of:
- a. Asbestos or any asbestos-related injury or damage, including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn or other duty involving asbestos, its use, exposure,



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existence, detection, removal, elimination or avoidance or actions arising from a failure to disclose the presence of asbestos;

- b. Electromagnetic emissions or radiation-related injury or damage, including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn or other duty involving any electromagnetic emissions or radiation for use, exposure, existence, detection, removal, elimination or avoidance or electrical energy;
- c. Lead or any lead-related injury or damage, including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn, or other duty involving lead products, their use, exposure, existence, detection, removal, elimination or avoidance; or
- d. Radon or any other radioactive emissions, manmade or natural, or any related injury or damage, including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, omission, failure to warn or other duty involving radon or any other radioactive emissions, their use, exposure, existence, detection, removal, elimination or avoidance;

#### **11. Dog**

"Bodily injury" arising out of any of the following animals owned by or in the care, custody or control of an "insured":

- a. The following types of purebred dogs or a mixed breed including one of these types:
  - (1) American Staffordshire Terriers, American Pit Bull Terriers, or Staffordshire Bull Terriers, all commonly known as Pit Bulls;
  - (2) Doberman Pinschers;
  - (3) Rottweilers;
  - (4) Chow Chows; or
  - (5) Presa Canarios;
- b. Wolf hybrids;
- c. Dogs that have been trained to attack persons, property or other animals; or dogs that have been trained to guard persons or property;
- d. Any fighting dog or dog bred for fighting; any dog, used in any manner, as a fighting dog or bred specifically for fighting;
- e. Any dog with a prior history of attacking or biting, causing "bodily injury" to person(s) or animal(s), as established through insurance claims records, or through the records of local public safety, law enforcement or other similar regulatory agency.

This Exclusion **E.11.** does not apply to the following dogs that are in the care, custody or control of an "insured":

- a. Dogs specially trained to assist the handicapped; or
- b. Dogs specially trained to assist law enforcement; however, there is no coverage for a dog engaged in law enforcement duties or activities at the time of an "occurrence";

#### **12. "Biological Deterioration Or Damage"**

"Bodily injury" or "property damage" arising out of "biological deterioration or damage";

#### **13. Contamination Or Pollution**

"Bodily injury" or "property damage" or where added by endorsement, personal injury arising out of any interior or exterior presence, use, discharge, dispersal, release, migration, seepage or escape of:





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- a. Solid, liquid, gaseous, or thermal irritants or contaminants, including smoke (except smoke arising solely from a hostile fire or the sudden and accidental discharge from a fireplace or furnace), vapors, soot, fumes, acids, alkalis, toxic chemicals and wastes, toxic liquids or toxic gases;
- b. Fuel oil and other petroleum products; or
- c. Any other waste materials or other irritants, contaminants or pollutants.

This Exclusion **E.13.** does not apply to "bodily injury" arising out of routine lawn and garden care of an "insured location".

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.5.** "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

#### **F. Coverage E — Personal Liability**

Coverage **E** does not apply to:

##### **1. Liability:**

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in **D.** Loss Assessment under Section **II — Additional Coverages**;
- b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

- (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
- (2) Where the liability of others is assumed by you prior to an "occurrence"; unless excluded in **a.** above or elsewhere in this policy;

- 2. "Property damage" to property owned by an "insured". This includes costs or expenses "incurred" by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
- 3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
- 4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

- a. Workers' compensation law;
  - b. Unemployment compensation;
  - c. Non-occupational disability law;
  - d. Occupational disease law;
  - e. Disability benefits;
- or any similar law;

##### **5. "Bodily injury" or "property damage" for which an "insured" under this policy:**

- a. Is also an insured under a nuclear energy liability policy, including, but not limited to, policies issued by the:
  - (1) Nuclear Energy Liability Insurance Association;
  - (2) Mutual Atomic Energy Liability Underwriters;
  - (3) Nuclear Insurance Association of Canada;



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EXHIBIT A

or any of their successors; or

- b.** Would be an insured under such a policy but for the exhaustion of its limit of liability;
- 6.** "Bodily injury" to you or an "insured" as defined under Definition **8.a.** or **b.** This exclusion also applies to any claim made or suit brought against you or an "insured" to:
  - a.** Repay; or
  - b.** Share damages with;  
another person who may be obligated to pay damages because of "bodily injury" to an "insured"; or
- 7.** Liability for any of the following:
  - a.** Judgments;
  - b.** Costs;
  - c.** Attorney fees; or
  - d.** Claims;
 against an "insured" for punitive or exemplary damages. Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages. In addition, coverage does not apply for restitution, if the result of a criminal court order.

**G. Coverage F — Medical Payments To Others**

Coverage **F** does not apply to "bodily injury":

- 1.** To a "residence employee" if the "bodily injury":
  - a.** Occurs off the "insured location"; and
  - b.** Does not arise out of or in the course of the "residence employee's" employment by an "insured";
- 2.** To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a.** Workers' compensation law;
  - b.** Unemployment compensation;
  - c.** Non-occupational disability law;
  - d.** Occupational disease law;
  - e.** Disability benefits;
 or similar law;
- 3.** From any:
  - a.** Nuclear reaction;
  - b.** Nuclear radiation; or
  - c.** Radioactive contamination;
 all whether controlled or uncontrolled or however caused, or any consequence of any of these; or
- 4.** To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".



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## SECTION II — ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

### A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **E** limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

### B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

### C. Damage To Property Of Others

1. We will pay for "property damage" to property of others caused by an "insured" regardless of legal liability. We will pay up to \$1,000 per "occurrence", but not more than the lesser of the replacement cost or the cost to repair the damaged property.
2. We will not pay for "property damage":
  - a. To the extent of any amount recoverable under Section **I**;
  - b. Caused intentionally by an "insured" who is 13 years of age or older;
  - c. To property owned by an "insured";
  - d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
  - e. Arising out of:
    - (1) A "business" engaged in by an "insured";
    - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
    - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".This exclusion **e.(3)** does not apply to a "motor vehicle" that:
    - (a) Is designed for recreational use off public roads;
    - (b) Is not owned by an "insured"; and
    - (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

### D. Loss Assessment

1. We will pay up to the Loss Assessment Coverage limit shown on the Declarations for your share of loss assessment charged against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
  - a. "Bodily injury" or "property damage" not excluded from coverage under Section **II** — Exclusions; or



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EXHIBIT A

- b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
  - (1) Is elected by the members of a corporation or association of property owners; and
  - (2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
- 2. Paragraph **I**. Policy Period under Section **II** — Conditions does not apply to this Loss Assessment Coverage.
- 3. Regardless of the number of assessments, the Loss Assessment Coverage limit shown in the Declarations is the most we will pay, for loss arising out of:
  - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
  - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
- 4. Our total limit for the Loss Assessment Coverage under this policy shall also not exceed the limit shown in the Declarations regardless of whether the loss is covered under Section **I**, Section **II**, or both Section **I** and Section **II**, of the policy.
- 5. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

## SECTION II — CONDITIONS

### A. Limit Of Liability

Our total liability under Coverage **E** for all damages resulting from any one "occurrence" will not be more than the Coverage **E** Limit Of Liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage **F** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **F** Limit Of Liability shown in the Declarations.

### B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

### C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if the person seeking coverage fails to comply with the following duties. You will help us by seeing that these duties are performed:

- 1. Give notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and the named insured shown in the Declarations;
  - b. The time, place and circumstances of the "occurrence"; and
  - c. Names and addresses of any claimants and witnesses;
- 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- 3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
- 4. At our request, help us:



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- a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
5. As often as we reasonably require:
- a. Show us any property and preserve same as long as we request;
  - b. Provide records, data and documents from any source and/or recorded by any method or means that we reasonably request for use in the evaluation or defense of any claim or suit and permit us to make copies of such records, data and documents;
  - c. Make statements to us, including recorded statements;
  - d. Submit to examinations under oath by our representatives and sign same.  
Upon request of you or us, the examinations under oath will be conducted separately and not in the presence of any other persons except the legal representative of the person submitting to the examination under oath, our representatives and a court reporter; and
  - e. With respect to **C. Damage To Property Of Others** under Section II — Additional Coverages:
    - (1) Submit to us, within 60 days after the loss, a sworn proof of loss; and
    - (2) Exhibit the damaged property, if within the "insured's" control.
6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

**D. Duties Of An Injured Person — Coverage F — Medical Payments To Others**

1. The injured person or someone acting for the injured person will:
  - a. Give us written proof of claim, under oath if required, as soon as is practical;
  - b. Authorize us to obtain copies of medical reports and records; and
  - c. Authorize us to speak with any doctor, dentist, or other health care provider who has provided treatment.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**E. Payment Of Claim — Coverage F — Medical Payments To Others**

Payment under this coverage is not an admission of liability by an "insured" or us.

**F. Suit Against Us**

1. No action can be brought against us unless there has been full compliance with all of the terms under this Section II.
2. No one will have the right to join us as a party to any action against an "insured".
3. Also, no action with respect to Coverage E can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

**G. Bankruptcy Of An "Insured"**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.



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#### **H. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

#### **I. Policy Period**

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

### **SECTIONS I AND II — CONDITIONS**

#### **A. Liberalization Clause**

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

#### **B. Waiver Or Change Of Policy Provisions**

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

#### **C. Concealment Or Fraud**

1. This policy is void as to all "insureds" if you or any other "insured" has concealed or misrepresented any material fact or circumstance which would have caused us not to issue or renew this policy, or caused us to issue or renew this policy at a higher premium.
2. This policy does not provide coverage for all "insureds" if you or any other "insured", either before or after a loss, has:
  - a. Concealed or misrepresented any material fact or circumstance; or
  - b. Committed any fraud or made false statements relating to such loss.

#### **D. Cancellation**

1. You may cancel this policy at any time by returning it to us or by letting us know orally or in writing of the future date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
  - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
  - c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
    - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy, or caused us to issue or renew this policy at a higher premium;



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- (2) If the risk has changed substantially since the policy was issued; or
- (3) If the property or other interest has been transferred to another person, unless the transfer is permissible under the terms of this policy.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
- 3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- 4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

#### **E. Renewal**

This policy is written for a specific policy period as shown in the Declarations. We may renew it for successive policy periods subject to the following conditions:

- 1. Renewal will be in accordance with the policy forms, rules, rates and rating plan in use by us at the time.
- 2. All premiums, premium installment payments and fees must be paid when due.
- 3. Prior to the expiration of a policy period for which premium has been paid, we will mail a notice to the named insured for the premium required to renew or maintain the policy in effect. We will mail this notice to the address last known to us.

#### **F. Nonrenewal**

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice. For nonpayment of renewal premium, coverage will terminate without notice at the end of the last policy period for which premium was paid.

#### **G. Assignment**

Assignment of this policy will not be valid unless we give our written consent.

#### **H. Subrogation**

When we have paid you for a loss covered under this policy and you receive payment for the same loss from another person, entity or organization, the amount received will be held by you in trust for us and reimbursed to us to the extent of our payment.

An "insured" may, before loss occurs, waive in writing all rights of recovery against any person. The "insured" will provide us with proof of the waiver, when requested by us. If not waived, when we pay a loss, an "insured's" right to recover from someone else is assigned to us up to the amount we paid. An "insured" must protect these rights and cooperate with us in any investigation, settlement, litigation or other action to enforce our subrogation claim.

Subrogation does not apply to Coverage **F** or Paragraph **C**. Damage To Property Of Others under Section **II** — Additional Coverages.

#### **I. Death**

If you die, the following applies:

- 1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and



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EXHIBIT A

**2. "Insured" includes:**

- a.** An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and
- b.** With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**J. Dividends**

The first named insured shown in the Declarations is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

**K. Optional Payment Of Premium In Installments**

The premium for this policy may be paid in installments, under terms and conditions approved where required by the Department of Insurance. For each separate installment payment there may be an installment service charge.

**L. Non-sufficient Funds Charge And Late Fees**

The company reserves the right to impose a fee for:

- 1.** Any premium that is unable to be processed due to non-sufficient funds, or if there are non-sufficient funds in an account that is being utilized for electronic funds transfer (EFT) payments.
- 2.** Any reinstatement of the policy if premium payment is received after the cancellation date.

This is under the terms and conditions approved where required by the Department of Insurance.

**M. Interest Rate**

If a court determines that interest on a judgment, decree, or order for the payment of money is required by law on amounts due and payable under the policy to an "insured", or if it is otherwise determined by us that you are entitled to interest on a payment from us, it will be paid at a rate of two percent per annum, unless another rate is required by law.

**N. Applicable Contract Law**

The contract law of the state where the policy was issued governs the interpretation of this contract, except for the Mutual Policy Conditions, which shall be governed by the insuring company's state of domicile.

**O. Additional Insured Non-occupant**

An additional insured may be named in the Declarations. Definition **C.8.** which defines "insured" is extended to include the person or organization named as an additional insured, but only with respect to:

- 1.** Coverage **A** — Dwelling and Coverage **B** — Other Structures; and
- 2.** Coverage **E** — Personal Liability and Coverage **F** — Medical Payments To Others but only with respect to "bodily injury" or "property damage" arising out of the ownership, maintenance, or use of the "residence premises".

This coverage does not apply to "bodily injury" to an "employee", "residence employee" or a temporary employee furnished to the "insured" to substitute for a permanent "residence employee" arising out of or in the course of the employee's employment by the person or organization.

If we decide to cancel or not to renew this policy, the person or organization named in the Declarations will be notified in writing.

This provision does not increase the amount of insurance.





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#### **P. Benefits**

Subject to applicable eligibility rules, it is agreed that "Nationwide", or an organization which "Nationwide" has contracted with for this purpose, may:

1. Provide "participants" the opportunity to obtain benefits, such as memberships, merchandise, services, seminars, coupons, points, vouchers, gift cards or other things; or
2. Make charitable contributions in recognition of "participants"; and
3. Modify or discontinue Benefits at any time without notice.

The following terms, as defined, are applicable to Benefits:

1. "Participants" means you, or others related by blood, marriage or other legally recognized familial relationship living in the participant's household.
2. "Nationwide" means the company issuing this policy as listed in the Declarations and all affiliated companies.

#### **MUTUAL POLICY CONDITIONS**

The following provisions are applicable only to policies issued by Nationwide Mutual Insurance Company or Nationwide Mutual Fire Insurance Company.

##### **Nationwide Mutual Insurance Company**

**Mutual Policy Conditions** — If this policy is issued by Nationwide Mutual Insurance Company, the first named insured is a member of the Company while this policy or any other policy issued by the Company is in force. While a member, the first named insured is entitled to one vote only — regardless of the number of policies issued by the Company to the first named insured — either in person or by proxy at any meeting of the members of the Company.

The annual meeting of members of Nationwide Mutual Insurance Company will be held at the Company's home office in Columbus, Ohio, at 10:00 a.m. (Eastern) on the first Thursday of April. If the Board of Directors of the Company should elect to change the time or place of such meeting, the Company will mail notice of the change to the member at the address last known to it. The Company will mail this notice at least 10 days in advance of the meeting date.

##### **Nationwide Mutual Fire Insurance Company**

**Mutual Policy Conditions** — If this policy is issued by Nationwide Mutual Fire Insurance Company, the first named insured is a member of the Company while this policy or any other policy issued by the Company is in force. While a member, the first named insured is entitled to one vote only — regardless of the number of policies issued by the Company to the first named insured — either in person or by proxy at any meeting of the members of the Company.

The annual meeting of members of Nationwide Mutual Fire Insurance Company will be held at the Company's home office in Columbus, Ohio, at 9:30 a.m. (Eastern) on the first Thursday of April. If the Board of Directors of the Company should elect to change the time or place of such meeting, the Company will mail notice of the change to the member at the address last known to it. The Company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning it is not subject to any assessment beyond the premiums required for each policy term.



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EXHIBIT A

**IN WITNESS WHEREOF:** The company listed in the Declarations has caused this policy to be signed and countersigned as may be required by a duly authorized representative of the company.

*Mark Bowen*

**President**

ALLIED Property and Casualty Insurance Company  
AMCO Insurance Company  
Colonial County Mutual Insurance Company  
Harleysville Insurance Company of New Jersey  
Nationwide Affinity Insurance Company of America  
Nationwide Assurance Company  
Nationwide General Insurance Company  
Nationwide Insurance Company of America  
Nationwide Mutual Fire Insurance Company  
Nationwide Mutual Insurance Company  
Nationwide Property and Casualty Insurance Company  
Titan Insurance Company

*Denise Styer*

**Secretary**

ALLIED Property and Casualty Insurance Company  
AMCO Insurance Company  
Colonial County Mutual Insurance Company  
Crestbrook Insurance Company  
Depositors Insurance Company  
Harleysville Insurance Company of New Jersey  
Nationwide Affinity Insurance Company of America  
Nationwide Agribusiness Insurance Company  
Nationwide Assurance Company  
Nationwide General Insurance Company  
Nationwide Insurance Company of America  
Nationwide Mutual Fire Insurance Company  
Nationwide Mutual Insurance Company  
Nationwide Property and Casualty Insurance Company  
Titan Insurance Company

*Amy Stone*

**President**

Depositors Insurance Company

*David R. Fyfe*

**President**

Nationwide Agribusiness Insurance Company

*FI UAB*

**President**

Crestbrook Insurance Company



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## BRAND NEW BELONGINGS®

Coverage is subject to all terms and conditions in the policy except as changed by this endorsement.

### A. DEFINITIONS

With respect to the provisions of this endorsement only, the following definition is added:

"Replacement cost" means the cost at the time of loss of a new article identical to the one damaged, destroyed or stolen. When the identical article is no longer available, "replacement cost" shall mean the cost of a new article similar to that damaged, destroyed or stolen. It must be of comparable quality and usefulness.

### B. Eligible Property

Covered losses to the following property are settled at "replacement cost", without deduction for depreciation, at the time of the loss:

1. Property covered under Coverage **C** — Personal Property; and
2. If covered in this policy, awnings, outdoor antennas and outdoor equipment, carpeting and household appliances, whether or not attached to buildings.

### C. Ineligible Property

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at "actual cash value" at the time of loss but not more than the amount required to repair or replace.

1. Manuscripts, antiques, fine arts, paintings, etchings, pictures, tapestries, statuary, articles made of marble, bronzes, rare books, porcelains, rare glassware and similar articles of rarity or antiquity, which by their inherent nature cannot be replaced.
2. Memorabilia, souvenirs, collector's items and similar articles, whose age or history contribute to their value.
3. Articles not maintained in good or workable condition.
4. Articles that are outdated or obsolete and are stored or not being used.
5. Property of others.
6. Articles or classes or property separately described and specifically insured.

### D. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in **B.** above:

1. We will pay no more than the least of the following amounts:
  - a. "Replacement cost" at the time of loss without deduction for depreciation;
  - b. The full cost of repair at the time of loss;
  - c. The limit of liability that applies to Coverage **C**, if applicable;
  - d. Any applicable special limits of liability stated in this policy or attached by endorsement; or
  - e. Our cost to repair or replace any of the damaged or stolen property with equivalent property.
2. If the cost to repair or replace the property described in **B.** above is more than \$500, we will pay no more than the "actual cash value" for the loss until the actual repair or replacement is complete.
3. You may elect not to repair or replace some or all of the damaged or stolen property. In this event, settlement will be based on the smallest of the repair costs, replacement cost, any special limit of liability that applies, or the "actual cash value" of those articles. If you later decide to repair or replace those articles, you may make an additional claim



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for any additional liability in accordance with this endorsement provided you notify us, within 180 days after the date of the loss, of your intent to repair or replace the damaged property. Repair or replacement must be completed within 2 years of the date of the loss. Repair or replacement must be evidenced by a receipt, invoice or bill.

This provision does not increase the policy's limit of liability.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

H 02 07 07 16

Page 2 of 2



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### DWELLING REPLACEMENT COST — 200%

Coverage is subject to all terms and conditions of the policy except as changed by this endorsement.

If you have:

1. Furnished us accurate information for replacement cost estimation;
2. Insured your dwelling in which you live, located at the "residence premises", to at least 100% of its replacement cost as determined by our replacement cost estimation or an inspection performed by a recognized appraisal agency authorized by us; and
3. Paid the additional premium,

we will settle covered losses to the dwelling in which you live, located at the "residence premises" under Coverage **A**, up to 200% of the limit of liability shown in the Declarations for Coverage **A** as follows:

1. We will pay the cost of repair or replacement, after application of deductible, and without deduction for depreciation, but not exceeding the replacement cost of the part of the building damaged, for like construction and use on the same premises.
2. We will pay the "actual cash value" of the damage until repair or replacement is complete. You may make an additional claim for payment on a replacement cost basis provided you:
  - a. Notify us within 180 days after the date of loss of your intent to repair or replace the damaged building;
  - b. Complete the repair or replacement within 2 years of the date of the loss; and
  - c. Have not reached the applicable limit of liability under this policy.

Repair or replacement must be evidenced by the original replacement receipt, invoice or bill.

This endorsement does not increase the coverage limit of Coverage **B**, **C**, **D** or any additional coverages or sublimits of the attached policy.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

H 03 17 07 16

Page 1 of 1



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## LIMITED WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW COVERAGE

(This is not Flood Insurance)

Coverage is subject to all terms and conditions of the policy except as changed by this endorsement.

### A. Section I — Property Coverages

#### E. Additional Coverages

The following coverage is added:

##### Limited Water Back-up And Sump Discharge Or Overflow Coverage

We will pay up to the Limit Of Liability shown on the Declarations for direct physical loss, not caused by the negligence of an "insured", to property covered under Section I caused by water, or waterborne material, which:

1. Backs up through sewers or drains from outside the dwelling's plumbing system; or
2. Overflows or is discharged from a(n):
  - a. Sump, sump pump, sump pump well, or related equipment; or
  - b. Other system designed to remove subsurface water or waterborne material from the foundation area;

even if such overflow or discharge results from mechanical breakdown or power failure. This coverage does not apply to direct physical loss of the sump pump, related equipment or other system, which is caused by mechanical breakdown or power failure.

There is no coverage for a loss that occurs or is in progress within the first 5 days of the inception of this coverage unless added at renewal.

This coverage does not increase the limit of liability for Coverage **A, B, C** or **D** stated in the Declarations.

### B. Section I — Perils Insured Against

With respect to the Limited Water Back-up And Sump Discharge Or Overflow Coverage provided under this endorsement, Paragraphs:

**A.2.c.(6)(b)** in Form **H 00 03**;

**A.2.e.(2)** in Endorsement **H 03 09**;

**2.c.(6)(b)** in Endorsement **H 06 01**; and

**3.j.(2)** in Endorsement **H 06 02**

are replaced by the following:

Latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;

### C. Section I — Exclusions

With respect to the Limited Water Back-up And Sump Discharge Or Overflow Coverage provided under this endorsement:

1. The **Water** Exclusion is replaced by the following:

#### **Water**

This means water which backs up through sewers or drains, or overflows or is discharged from a sump, sump pump, sump pump well, or related equipment or other system designed to remove subsurface water or waterborne material from the foundation area, as a direct or indirect result of:



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- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or
- c. Waterborne material carried or otherwise moved by any of the water referred to in Paragraphs **C.1.a.** and **C.1.b.** of this exclusion.

This exclusion applies regardless of whether any of the above in Paragraphs **C.1.a.** through **C.1.c.** is caused by an act of nature, an act of man, or is otherwise caused.

This exclusion applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above in Paragraphs **C.1.a.** through **C.1.c.** is covered.

2. The **Power Failure** Exclusion does not apply.

**D. Special Deductible**

We will pay only that part of the total of all loss payable that is above the Section I — Deductible shown on the Declarations or \$1,000, whichever is greater.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

H 02 03 07 16

Page 2 of 2



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## WATER DAMAGE COVERAGE — TEXAS

Coverage is subject to all terms and conditions of the policy except as changed by this endorsement.

### SECTION I — PROPERTY COVERAGES

Paragraph **E. Additional Coverages** in Form **H 00 03** the following coverage is added (this is paragraph **C.** in Form **H 00 04**, and paragraph **D.** in Form **H 00 06**):

#### **Water Damage Coverage**

- a.** We cover the deterioration and wet or dry rot of property described in Coverage **C** caused by the constant or repeated seepage or leakage of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This coverage includes the cost of tearing out and replacing any part of the covered property necessary to repair the system from which the leakage or seepage occurred.

- b.** We do not cover:

- (1)** Loss to the system or appliance from which the water or steam escaped;
- (2)** Loss caused by, consisting of or resulting from "fungi" or microbes; or
- (3)** "Fungi" or microbes which are the result of constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

However, the exclusion described in **E.b.** does not include:

- (1)** The cost to treat, contain, remove or dispose of the "fungi" or microbes beyond that which is required to repair or replace the covered property physically damaged by water; or
  - (2)** The cost of any testing of air or property to confirm the absence, presence or level of "fungi" or microbes whether performed prior to, during or after removal, repair, restoration or replacement; or
- c.** This coverage does not increase the limit of liability that applies to the damaged covered property.

Except as stated in this endorsement, we do not provide coverage for any loss precluded by another provision in this policy.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

H 02 28 TX 07 16

Page 1 of 1





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## IDENTITY THEFT OR IDENTITY FRAUD EXPENSES COVERAGE

Coverage is subject to all terms and conditions of the policy except as changed by this endorsement.

### DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Identity theft or identity fraud" means the act of knowingly using or transferring without legal authority personal identifying information of an "insured" such as name, social security number, driver's license number, bank account number(s) or credit card number(s) with the intent to commit, or to aid or abet another to commit, any illegal activity that constitutes a felony under any applicable state or local law or violation of federal law.
2. "Expenses" means:
  - a. Costs of executing affidavits or similar documents attesting to theft or fraud required by credit grantors, credit agencies or similar financial institutions.
  - b. Costs for certified mail to credit grantors, credit agencies, or similar financial institutions, and law enforcement agencies.
  - c. Lost income resulting from time taken off work to complete theft or fraud affidavits, talk to or meet with credit grantors, credit agencies, or similar financial institutions; law enforcement agencies; and/or legal counsel, up to a maximum of \$250 per day. Total payment for lost income is not to exceed \$5,000.
  - d. Loan application fees for reapplying for a loan or loans where the original application is rejected solely because the lender received incorrect credit information.
  - e. Reasonable attorney fees incurred by you as a result of "identity theft or identity fraud" to:
    - (1) Defend lawsuits brought against an "insured" by financial institutions, merchants, or collection agencies;
    - (2) Remove any civil or criminal judgments wrongly entered against an "insured"; and
    - (3) Challenge the completeness or accuracy of any information in a consumer credit report.
  - f. Charges incurred for long-distance telephone calls to law enforcement agencies, merchants, or credit grantors, credit agencies or similar financial institutions to report or discuss an actual "identity theft or identity fraud".

The following Additional Coverage is added under Section I:

### IDENTITY THEFT OR IDENTITY FRAUD EXPENSES

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity theft or identity fraud", even if a series of acts continues into a subsequent policy period.

- "Identity theft or identity fraud" must occur while this coverage is part of your policy; and
- "Identity theft or identity fraud" expenses must be incurred while this coverage is part of your policy or within 180 days after this coverage is terminated.

If this coverage is terminated, our total liability for "expenses" incurred by you during the 180 days after the termination will not exceed the amount equaling the difference between the limit at the time coverage terminated and the amount we already reimbursed you during that policy period.

We may offer, at our option, to refer you to a firm that:



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- You can authorize to work on your behalf to assist you in reporting and addressing the effects of "identity theft or identity fraud" to which coverage applies; or
- Will consult with you on measures you might take if you reasonably suspect that you have already become, or may become a victim of "identity theft or identity fraud" to which this coverage applies.

If we do provide you with such a referral, we will pay, subject to the terms of the referral we provide, that firm's charges for the work they perform consistent to the terms of our referral, and those charges will not be subject to the limits for "identity theft or identity fraud" coverage.

We will pay up to \$25,000 for "expenses" incurred by an "insured" as the direct result of any single "identity theft or identity fraud" first discovered or learned of during the policy period. Our total liability for Identity Theft or Identity Fraud Expenses Coverage you incur during the policy period will not exceed this limit regardless of the number of instances or when they occurred, or the number of persons making a claim for "identity theft or identity fraud".

This coverage is additional insurance.

No deductible applies to Identity Theft or Identity Fraud Expenses Coverage.

### EXCLUSIONS

The following additional exclusions apply to this coverage:

We do not cover:

1. "Expenses" arising out of the "business" pursuits of any "insured".
2. "Expenses" incurred due to any fraudulent, dishonest or criminal act by an "insured" or any person acting in collusion with an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
3. Loss other than "expenses".
4. Loss insured under the Credit Card, Electronic Fund Transfer Card, Access Device and Forgery Coverage, under Section I of the policy.

### SECTION I — CONDITIONS

#### C. Duties After Loss

Under item 8. the following item is added:

- i. Evidence or affidavit supporting a claim, including bills, receipts, or other records that support a claim for "expenses" under Identity Theft or Identity Fraud Expenses Coverage. It should state the amount and cause of loss.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

H 02 09 07 16

Page 2 of 2



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H 03 18 TX 07 16

## FOUNDATION COVERAGE — TEXAS

Coverage is subject to all terms and conditions of the policy except as changed by this endorsement.

### SECTION I — PROPERTY COVERAGES

Paragraph **E. Additional Coverages**, the following coverage is added:

#### Foundation Coverage

- a. We cover settling, cracking, shrinking, bulging or expansion of the foundation, floor slab or footings that support the dwelling caused by seepage or leakage of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system.

This coverage includes the cost of tearing out and replacing any part of the building necessary to repair the system from which the leakage or seepage occurred.

- b. We do not cover loss to the system from which the water or steam escaped.
- c. Our limit of liability for this coverage will not exceed an amount equal to 15% of the Coverage **A** limit applicable on the date of loss.
- d. This coverage does not increase the limit of liability that applies to the damaged covered property.

This endorsement applies as stated in the policy Declarations.

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## PERSONAL INJURY COVERAGE

Coverage is subject to all terms and conditions of the policy except as changed by this endorsement.

### DEFINITIONS

The following definitions are added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
5. Oral or written publication, in any manner, of material that violates a person's right of privacy.

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

However, this does not include any fungi that are, are on, or are contained in, a good or product intended for consumption.

### SECTION II — LIABILITY COVERAGES

#### A. Coverage E — Personal Liability

The following is added to **Coverage E — Personal Liability**:

##### **Personal Injury Coverage**

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice. We may investigate and settle any claim or suit. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

### SECTION II — EXCLUSIONS

With respect to the coverage provided by this endorsement, **Section II — Exclusions** is replaced by the following:

This insurance does not apply to:

1. "Personal injury":
  - a. Caused by or at the direction of an "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury";
  - b. Arising out of oral or written publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
  - c. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - d. Arising out of a criminal act committed by or at the direction of an "insured";

H 02 04 07 16

Page 1 of 4



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H 02 04 07 16

- e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership, maintenance or use of the premises;
- f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
- g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstances, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";

This exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location":
    - (a) On an occasional basis if used only as a residence;
    - (b) In part, for use only as a residence, unless a single-family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
    - (c) In part, as an office, school, studio or private garage; and
  - (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;
  - h. Arising out of civic or public activities performed for pay, other than reimbursement of expenses, by an "insured";
  - i. To you or an "insured" as defined under Definition **8a.** or **8b.**  
This exclusion also applies to any claim made or suit brought against you or an "insured" to:
    - (1) Repay; or
    - (2) Share damages with;another person who may be obligated to pay damages because of "personal injury" to an "insured";
  - j. Arising out of any interior or exterior presence, use, discharge, dispersal, release, migration, seepage or escape of:
    - (1) Solid, liquid, gaseous, or thermal irritants or contaminants, including smoke (except smoke arising solely from a hostile fire or the sudden and accidental discharge from a fireplace or furnace), vapors, soot fumes, acids, alkalis, toxic chemicals and wastes, toxic liquids or toxic gases;
    - (2) Fuel oil and other petroleum products; or
    - (3) Any other waste materials or other irritants, contaminants or pollutants;
  - k. Arising directly or indirectly, in whole or in part out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria.
  - l. Arising out of any "professional services"; or
  - m. Resulting from an "insured" transmitting a communicable disease, including injury arising from the possibility of such transmission.
2. Any loss, cost or expense arising out of any:



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- a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants, "fungi", wet or dry rot, or bacteria; or
- b. Claim or suit by or on behalf of governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants, "fungi", wet or dry rot, or bacteria.

## SECTION II — ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph **D. Loss Assessment** is replaced by the following:

### **D. Loss Assessment**

We will pay up to the Loss Assessment coverage limit shown on the Declarations for your share of loss assessment charged against you, as an owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of "personal injury" not excluded under this endorsement.

We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the Loss Assessment Coverage limit shown on the Declarations is the most we will pay for loss arising out of "personal injury". Our total limit for Loss Assessment Coverage under this policy shall also not exceed the limit shown in the Declarations, regardless of whether the loss is covered under Section I, Section II or both Section I and Section II of the policy.

## SECTION II — CONDITIONS

With respect to the coverage provided by this endorsement, **Section II — Condition I. Policy Period** does not apply and Conditions **A. Limit Of Liability**, **B. Severability Of Insurance** and **C. Duties After "Occurrence"** are replaced by the following:

### **A. Limit Of Liability**

Our total liability under Personal Injury Coverage for all damages resulting from any one offense will not be more than the Limit Of Liability shown in the Declarations for Coverage **E. This limit is the same regardless of the number of "insureds", claims made or suits brought.**

### **B. Severability Of Insurance**

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one offense.

### **C. Duties After Offense**

In the event of loss from a covered offense, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if the person seeking coverage fails to comply with the following duties. You will help us by seeing that these duties are performed:

1. Give notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and "named insured" shown in the Declarations;
  - b. Reasonably available information on the time, place and circumstances of the offense; and
  - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;



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3. Promptly forward to us every notice, demand, summons or other process relating to the offense;
4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
5. As often as we reasonably require:
  - a. Show us any property and preserve same as long as we request;
  - b. Provide records, data and documents from any source and/or recorded by any method or means that we reasonably request for use in the evaluation or defense of any claim or suit and permit us to make copies of such records, data and documents;
  - c. Make statements to us, including recorded statements;
  - d. Submit to examinations under oath by our representatives and sign same; Upon request of you or us, the examinations under oath will be conducted separately and not in the presence of any other persons except the legal representative of the person submitting to the examination under oath, our representatives and a court reporter; and
6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "personal injury".

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

H 02 04 07 16

Page 4 of 4



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H 01 00 TX 07 16

## SPECIAL PROVISIONS — TEXAS

Coverage is subject to all terms and conditions of the policy except as changed by this endorsement.

### DEFINITIONS

Paragraph **C.1.** "Actual Cash Value" is replaced by the following:

1. "Actual Cash Value" means the amount it would cost to repair or replace covered property with material of like kind and quality, less allowance for depreciation.

The following are added to the **DEFINITIONS** section:

"Business day" means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.

"Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.

### SECTION I — PROPERTY COVERAGES

Paragraph **E.11. Ordinance Or Law** in Form **H 00 03** adds the following (this is Paragraph **C.11.** in Form **H 00 04** and **D.10.** in Form **H 00 06**):

- d. If the insured property is located in an area which is eligible for coverage through the Texas Windstorm Insurance Association, the coverage described above also applies to the increased cost you incur due to the repair, replacement or demolition required for the dwelling to comply with the building specifications contained in the Texas Windstorm Insurance Association's plan of operation.

### SECTION I — PERILS INSURED AGAINST

Paragraph **A.2.c.(6)(e)** in Form **H 00 03** is replaced by the following

- (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage **C**.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

Waste includes materials to be recycled, reconditioned or reclaimed;

This exclusion does not include:

- a. Loss caused by pollutants that escape from heating and air conditions systems and appliances (HVAC);
- b. Loss caused by common household chemicals used to maintain the residence premises; or
- c. Loss caused by pollutants released from a "hostile fire".

### SECTION I — EXCLUSIONS

Paragraph **A.8. Intentional Acts** in Form **H 00 03** is replaced by the following (this is Paragraph **8.** in Form **H 00 04** and Form **H 00 06**):

#### 8. Intentional Acts

- a. Intentional Acts means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

- b. However, this exclusion does not apply to an "insured" who did not cooperate in or contribute to the creation of the loss if that "insured" has:





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- (1) Filed a police report; and
  - (2) Cooperated with law enforcement investigation or prosecution relating to any other "insured" causing the intentional loss.
- c. If we pay a claim pursuant to Paragraph **8.b.**, our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgagee or other party with a secured interest in the Policy. In no event will we pay more than the limit of liability. As a condition of payment for intentional loss caused by another "insured" under this exception to the exclusion, we may require an assignment of rights of recovery to the extent that payment is made by us.

Paragraph **A.12. "Biological Deterioration Or Damage"** in Form **H 00 03** is replaced by the following (this is Paragraph **12.** in Form **H 00 04** and Form **H 00 06**):

**12. "Fungi" Or Microbes**

- a. "Fungi" or microbes means the presence, growth, proliferation, spread or any activity of "fungi" or microbes.
- This exclusion also applies to the cost:
- (1) To remove "fungi" or microbes from property covered under **SECTION I — PROPERTY COVERAGES**;
  - (2) To tear out and replace any part of the building or other covered property as needed to gain access to the "fungi" or microbes; and
  - (3) Of testing of air or property to confirm the absence, presence or level of "fungi" or microbes.
- b. Exclusion **12.a.** applies unless the "fungi" or microbes are located upon the portion of covered property which must be repaired or replaced because of direct physical damage resulting from sudden and accidental discharge or overflow of water which would otherwise be covered under this Policy. For purposes of this exclusion, sudden and accidental shall include a loss event that is hidden or concealed for a period of time until it is detectable. A hidden loss must be reported to us no later than 30 days after the date it was detected or should have been detected.
- c. However, the exception to the exclusion described in **12.b.** does not include:
- (1) The cost to treat, contain, remove or dispose of the "fungi" or microbes beyond that which is required to repair or replace the covered property physically damaged by water;
  - (2) The cost of any testing of air or property to confirm the absence, presence or level of "fungi" or microbes whether performed prior to, during or after removal, repair, restoration or replacement;
  - (3) The cost of any decontamination of the "residence premises"; and
  - (4) Any increase in loss under **Coverage D — Loss Of Use** and **Additional Coverages 1. Debris Removal** resulting from **c.(1), (2) or (3)**.

Direct loss by fire, smoke or explosion resulting from "fungi" or microbes is covered.

**SECTION I — CONDITIONS**

Paragraph **A. Insurable Interest And Limit Of Liability** is replaced by the following:

**A. Insurable Interest And Limit Of Liability**

1. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
  - a. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
  - b. For more than the applicable limit of liability.



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H 01 00 TX 07 16

## 2. Policy A Liquidated Demand

A fire insurance policy, in case of a total loss by fire of property insured, shall be held and considered to be a liquidated demand against the company for the full amount of such policy. This provision shall not apply to personal property.

The following is added to Section I — Conditions, **B. Deductible**:

- 4. Home and Car Special Deductible.** If you have a Personal Auto Policy that includes the Home and Car Special Deductible provision and the policy is issued by an affiliated company of Nationwide Mutual Insurance Company, your deductible may be adjusted.

Paragraph **C. Duties After Loss** is replaced by the following:

### C. Duties After Loss

#### 1. Your Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an "insured" seeking coverage or a representative of either:

- a. Give prompt notice to us or our agent. With respect to loss caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code, any claim must be filed with us not later than one year after the date of the loss that is the subject of the claim. However, any such claim may be filed after the first anniversary of the date of the loss for good cause shown by the person filing the claim;
- b. Notify the police in case of a loss by theft;
- c. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money Coverage** under **SECTION I — PROPERTY COVERAGES** (this is Paragraph **C.6.** in Form **H 00 04**);
- d. Protect the property from further damage. If repairs to the property are required, you must:
  - (1) Make reasonable and necessary repairs to protect the property; and
  - (2) Keep an accurate record of repair expenses;
- e. Cooperate with us in the investigation of a claim;
- f. Prepare an inventory of damaged personal property showing the quantity, description, "actual cash value" and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- g. As often as we reasonably require:
  - (1) Show the damaged property;
  - (2) Provide us with records and documents we request and permit us to make copies; and
  - (3) Submit to examination under oath, while not in the presence of another "insured", and sign the same. A parent or guardian may be present with a minor during any interview or examination;
- h. Send to us, within 91 days after our request, your signed, sworn proof of loss on a standard form supplied by us. We must request a signed, sworn proof of loss within 15 days after we receive your written notice, or we waive our right to require a proof of loss. Such waiver will not waive our other rights under this Policy.
  - (1) This proof of loss shall set forth, to the best of your knowledge and belief:
    - (a) The time and cause of loss;

H 01 00 TX 07 16

Page 3 of 13



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- (b) The interests of all "insureds" and all others in the property involved and all liens on the property;
  - (c) Other insurance which may cover the loss;
  - (d) Changes in the title or occupancy of the property during the term of the Policy;
  - (e) Specifications of the damaged buildings and detailed repair estimates;
  - (f) The inventory of damaged personal property described in **C.1.f.** above;
  - (g) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
  - (h) Evidence or affidavit that supports a claim under **E.6.** Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery And Counterfeit Money Coverage under **SECTION I — PROPERTY COVERAGES** (this is Paragraph **C.6.** in Form **H 00 04**), stating the amount and cause of loss.
- (2) If you elect to make claim under the Replacement Cost Coverage of this Policy, this proof of loss shall also state, to the best of your knowledge and belief:
- (a) The replacement cost of the described dwelling;
  - (b) The replacement cost of any other building on which loss is claimed; or
  - (c) The full cost of repair or replacement of loss without deduction for depreciation.

## 2. Our Duties After Loss

- a. No later than 15 days after we receive your written notice of claim, we must:

- (1) Acknowledge receipt of the claim.

If our acknowledgment of the claim is not in writing, we will keep a record of the date, means and content of our acknowledgment;

- (2) Begin an investigation of the claim; and

- (3) Specify the information you must provide in accordance with Paragraph **C.1.** Your Duties After Loss above.

We may request more information if during the investigation of the claim such additional information is necessary;

- b. After we receive the information we request, we must notify you in writing whether the claim will be paid or has been denied or whether more information is needed:

- (1) Within 15 "business days"; or

- (2) Within 30 days if we have reason to believe the loss resulted from arson;

- c. If we do not approve payment of your claim or require more time for processing your claim, we must:

- (1) Give the reason for denying your claim; or

- (2) Give the reasons we require more time to process your claim. But we must either approve or deny your claim within 45 days after requesting more time.

Paragraph **D. Loss Settlement** in Form **H 00 04** is replaced by the following:

### D. Loss Settlement

1. Covered property losses are settled at "actual cash value" at the time of loss but not more than the amount required to repair or replace.
2. Jewelry losses are settled at replacement cost at the time of loss without deduction for depreciation.



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H 01 00 TX 07 16

Paragraph **D.2.c. Loss Settlement** in Form **H 00 03** is replaced by the following:

- c. If you receive a settlement under this policy for loss or damage to buildings on an "actual cash value" basis, you may then make an additional claim for payment on a replacement cost basis provided:
  - (1) Repair or replacement is completed within one year of the date of the loss, unless you request in writing that this time limit be extended for an additional 180 days;
  - (2) Repair or replacement is evidenced by the original of the replacement receipt, invoice or bill; and
  - (3) You have not reached the applicable limit of liability under this policy.

Paragraph **D.3. Loss Settlement** in Form **H 00 03** and Form **H 00 06** is added:

3. Jewelry at replacement cost at the time of loss without deduction for depreciation.

Paragraph **F. Appraisal** is replaced by the following:

**F. Appraisal**

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the judicial district or county where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally, except that any fees for expert witnesses or attorneys will be paid by the party who hires them.

Neither the umpire nor the appraisers will have a financial interest that is conditioned on the outcome of the specific matter for which they are called to serve.

This is not a provision providing for or requiring arbitration.

The appraisers and umpire are only authorized to determine the "actual cash value", replacement cost, or cost to repair the property that is the subject of the claim. They are not authorized to determine coverage, exclusions, conditions, forfeiture provisions, conditions precedent or any other contractual issues that may exist between you and us. The appraisal award cannot be used by either you or us in any proceeding concerning coverage, exclusions, forfeiture provisions, conditions precedent or other contractual issues. However, once contractual liability is admitted or determined, the appraisal award is binding upon you and us. This appraisal process and authority granted to the appraisers and the umpire can only be expanded or modified by written mutual consent signed by you and us.

Paragraph **H. Suit Against Us** is replaced by the following:

**H. Suit Against Us**

1. Except as provided in Paragraph **2.**, no suit or action can be brought against us unless there has been full compliance with all of the terms under Section **I** of this Policy. Action must be brought against us within two years and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.



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2. With respect to suits brought in connection with claims for loss caused by windstorm or hail in the catastrophe area, as defined by the Texas Insurance Code:

No action can be brought against us unless there has been compliance with all of the terms of this Policy. The action must be brought before the earlier of the following:

- a. Two years and one day from the date we accept or reject the claim; or
- b. Three years and one day from the date of the loss that is the subject of the claim.

Paragraph **J. Loss Payment** is replaced by the following:

**J. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the Policy or is legally entitled to receive payment.

If we notify you that we will pay your claim, or part of your claim, we must pay within five "business days" after we notify you. If payment of your claim or part of your claim requires the performance of an act by you, we must pay within five "business days" after the date you perform the act.

1. Not later than the 10th day after the date an initial offer to settle a claim against a named insured under a casualty insurance policy issued to the "insured" is made, the insurer shall notify the "insured" in writing of the offer.
2. Not later than the 30th day after the date a claim against a named insured under a casualty insurance policy issued to the "insured" is settled, the insurer shall notify the "insured" in writing of the settlement.

Paragraph **L. Mortgage Clause** in Form **H 00 03** and Form **H 00 06** is replaced by the following:

**L. Mortgage Clause**

1. We will pay for any covered loss of or damage to buildings or structures to the mortgagee shown in the Declarations as interests appear.
2. The mortgagee has the right to receive loss payment even if the mortgagee has started foreclosure or similar action on the building structure.
3. If we deny your claim because of your acts or because you have failed to comply with the terms of this Policy, the mortgagee has the right to receive loss payment if the mortgagee:
  - a. At our request, pays any premium due under this Policy, if you have failed to do so;
  - b. Submits a signed, sworn statement of loss within 91 days after receiving notice from us of your failure to do so; and
  - c. Has notified us of any changes in ownership, occupancy or substantial changes in risk known to the mortgagee.
4. If we pay the mortgagee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Policy:
  - a. The mortgagee's rights under the mortgage will be transferred to us to the extent of the amount we pay.
  - b. The mortgagee's right to recover the full amount of the mortgagee's claim will not be impaired.

At our option, we may pay the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us, and you will pay your remaining mortgage debt to us.

5. If this Policy is cancelled, we will give the mortgagee specifically named in the Declarations written notice of cancellation.



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If we cancel the Policy, we will give the mortgagee the same number of days' notice of cancellation we give to you.

If you cancel the Policy, we will give the mortgagee notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10th day after the date we mail the notice.

We will not give notice of cancellation to any successor or assignee of the mortgagee named in the Policy.

6. If the property described under Coverage **A — Dwelling** or Coverage **B — Other Structures** is foreclosed upon under the deed of trust, the mortgagee may cancel this Policy of insurance and will be entitled to any unearned premium from this Policy.

The mortgagee must credit any unearned premium against any deficiency owed by the borrower and return any unearned premium not so credited to the borrower. The unearned premium will be figured using the customary pro rata procedures.

7. If we elect not to renew this Policy, the mortgagee specifically named in the Declarations will be given 30 days' written notice of the nonrenewal.

The following conditions are added:

#### **Residential Community Property Clause**

This Policy, subject to all other terms and conditions, when covering residential community property, as defined by state law, shall remain in full force and effect as to the interest of each spouse covered, irrespective of divorce or change of ownership between the spouses unless excluded by endorsement attached to this Policy, until the expiration of the Policy or until cancelled in accordance with the terms and conditions of this Policy.

#### **Catastrophe Claims**

If a claim results from a weather-related catastrophe or a major natural disaster, each claim-handling deadline shown in **C. Duties After Loss** and **J. Loss Payment** is extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather-related event which:

1. Is declared a disaster under the Texas Disaster Act of 1975; or
2. Is determined to be a catastrophe by the Texas Department of Insurance.

### **SECTION II — EXCLUSIONS**

Paragraph **E.2. Criminal Acts** is replaced by the following:

#### **2. Criminal Acts**

"Bodily injury" or "property damage" caused by or resulting from an act or omission that is criminal in nature and committed by an "insured" with the intention of causing "bodily injury". This exclusion applies regardless of whether the "insured" is actually charged with or convicted of a crime;

Paragraph **E.7. Communicable Disease** is replaced by the following:

#### **7. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured" through sexual contact;

Paragraph **E.8. Sexual Molestation, Corporal Punishment, Physical or Mental Abuse, or Harassment** is replaced by the following:

#### **8. Sexual Molestation, Corporal Punishment, Physical Or Mental Abuse, Or Harassment**

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment, physical or mental abuse, or harassment, including sexual harassment,



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whether actual, alleged or threatened. For the purposes of this endorsement, "abuse" means an act which is committed with the intent to cause harm.

Paragraph **E.13. Contamination or Pollution** is replaced by the following:

**13. Contamination Or Pollution**

"Bodily injury" or "property damage" or, where by added by endorsement, personal injury arising out of any interior or exterior presence, use, discharge, dispersal, release, migration, seepage or escape of:

- a. Solid, liquid, gaseous, or thermal irritants or contaminants, including smoke (except smoke arising solely from a "hostile fire" or the sudden and accidental discharge from a fireplace or furnace), vapors, soot, fumes, acids, alkalis, toxic chemicals and wastes, toxic liquids or toxic gases;
- b. Fuel oil and other petroleum products; or
- c. Any other waste materials or other irritants, contaminants or pollutants.

This Exclusion (**E.13.**) does not apply to:

- a. "Bodily injury" arising out of routine lawn and garden care of an "insured location";
- b. Loss caused by pollutants that escape from heating and air conditioning systems and appliances (HVAC);
- c. Loss caused by common household chemicals used to maintain the residence premises; or
- d. Loss caused by pollutants released from a "hostile fire". This cannot be limited to only smoke released by a "hostile fire".

Paragraph **F.7.** has been replaced by the following:

**7. Liability for any of the following:**

- a. Judgments;
- b. Costs; or
- c. Claims

against an "insured" for punitive or exemplary damages. Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages. In addition, coverage does not apply for restitution, if the result of a criminal court order. This exclusion does not apply to the extent liability coverage would apply in the absence of the order of restitution.

**SECTION II — CONDITIONS**

In Paragraph **C. Duties After Occurrence, 5.** has been replaced by the following:

**5. As often as we reasonably require:**

- a. Show us any property and preserve same as long as we request;
- b. Provide records, data and documents from any source and/or recorded by any method or means that we reasonably request for use in the evaluation or defense of any claim or suit and permit us to make copies of such records, data and documents;
- c. Make statements to us, including recorded statements;
- d. Submit to examinations under oath by our representatives and sign same.

Upon request of you or us, the examinations under oath will be conducted separately and not in the presence of any other persons except the legal representative of the person submitting to the examination under oath, our





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representatives and a court reporter. A parent or guardian may be present with a minor during any interview or examination;

**e. With respect to C. Damage To Property Of Others under Section II — Additional Coverages:**

- (1)** Submit to us, within 91 days after our request, a sworn proof of loss; and
- (2)** Exhibit the damaged property, if within the "insured's" control.

The following condition is added:

**Notice Of Offer To Settle Or Of Settlement Of Claim**

- 1.** We will notify you in writing of any initial offer to settle a claim against you under this Section II. We will give you notice within 10 days after the date the offer is made.
- 2.** We will notify you in writing of any settlement of a claim against you under this Section II. We will give you notice within 30 days after the date of the settlement.

**SECTIONS I AND II — CONDITIONS**

Paragraph **C. Concealment Or Fraud** is replaced by the following:

**C. Fraud And Misrepresentation**

To the extent permitted by Texas Insurance Code sections 705.003 AND 705.004:

- a.** This policy was issued in reliance on the information you provided at the time of your application for insurance coverage. We may void this policy, deny coverage under this policy, or at our election, assert any other remedy available under applicable law, if you or any "insured" person seeking coverage under this policy, knowingly concealed, misrepresented, or omitted any material fact or engaged in fraudulent conduct at the time the application was made or at any time during the policy period.
- b.** We may void this policy, deny coverage for an accident or loss, or at our election, assert any other remedy available under applicable law, if any "insured" person or any other person seeking coverage under this policy has knowingly concealed or misrepresented any material fact or engaged in fraudulent conduct in connection with the filing or settlement of any claim.
- c.** No person or organization who engages in fraudulent conduct in connection with the application process, an accident or filing a claim, or engages in any material misrepresentation regarding the issuance of this policy shall be entitled to receive any payment under this policy at any time.

Paragraph **D. Cancellation** is replaced by the following:

**D. Cancellation**

- 1.** You may cancel this Policy at any time by returning it to us or by letting us know orally or in writing of the date cancellation is to take effect.
- 2.** We may cancel this Policy at any time for the reasons stated in this condition by mailing you notice in writing of the date cancellation takes effect.
- 3.** We may cancel this Policy at any time for the following reasons:
  - a.** You do not pay the premium or any portion of the premium due.
  - b.** The department determines that continuation of the Policy would result in a violation of the insurance code or any other law governing the business of insurance.
  - c.** You submit a fraudulent claim.
  - d.** There is an increase in hazard covered by the Policy that is within the control of the insured and that would produce an increase in the premium rate of the Policy.
- 4.** We may cancel this Policy if it has been in effect for less than 60 days and:

H 01 00 TX 07 16

Page 9 of 13





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H 01 00 TX 07 16

- a. We identify a condition that:
  - (1) Creates an increased risk of hazard;
  - (2) Was not disclosed in the application for insurance coverage; and
  - (3) Is not the subject of a prior claim; or
- b. Before the effective date of the Policy, we do not accept a copy of a required inspection report that:
  - (1) Was completed by an inspector who is licensed by the Texas Real Estate Commission or who is otherwise authorized to perform inspections; and
  - (2) Is dated not earlier than the 90th day before the effective date of the Policy.An inspection report is considered accepted if we do not reject the inspection report given before the 11th day after the date the inspection report is received by the insurer.

The effective date of cancellation cannot be before:

  - (1) The 10th day after we mail the notice if we cancel for the reasons in Paragraph 4.
  - (2) The 30th day after we mail notice if we cancel for any other reason.Our notice of cancellation must state the reason for cancellation.
5. When this Policy is cancelled, we will send you any refund due not later than the 15th "business day" after the effective date of cancellation. The premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
6. If we cancel, our notice to you will state that if this refund is not included with the notice, it will be returned on demand or not later than the 15th "business day" after the date of cancellation or termination.
7. We may not cancel this Policy solely because you are an elected official.

Paragraph **F. Nonrenewal** is replaced by the following:

**F. Nonrenewal**

1. We may not refuse to renew this Policy because of claims for losses resulting from natural causes.
2. We may not refuse to renew this Policy solely because you are an elected official.
3. We may refuse to renew this Policy if you have filed three or more claims under the Policy in any three-year period that do not result from natural causes.

If you have filed two claims in a period of less than three years, we may notify you in writing that if you file a third claim during the three-year period, we may refuse to renew this Policy by providing you proper notice of our refusal to renew as provided in 4. below. If we do not notify you after the second claim, we may not refuse to renew this Policy because of losses.

A claim does not include a claim that is filed but is not paid or payable under the Policy.

4. If we refuse to renew this Policy, we must deliver to you, or mail to you at your mailing address shown in the Declarations and any mortgagee named in the Declarations, written notice of our refusal to renew not later than the 30th day before the date on which this Policy expires. Proof of mailing will be sufficient proof of notice. If we fail to give you proper notice of our decision not to renew, you may require us to renew the Policy.



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Paragraph **J. Dividends** is replaced by the following:

**J. Dividends**

The first named insured shall be entitled to participate in a distribution of the surplus of the Company, as determined by its Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code, of 1951, as amended.

Paragraph **M. Interest Rate** is replaced by the following:

**M. Interest Rate**

If a court determines that interest on a judgment, decree or order for the payment of money is required by law on amounts due and payable under the policy to an "insured", or if it is otherwise determined by us that you are entitled to interest on a payment from us, it will be paid at a rate of 18 percent per annum plus reasonable attorney fees as stated in Texas Insurance Code 542.060.

Paragraph **P. Benefits** is replaced by the following:

**P. Benefits**

Subject to applicable eligibility rules, it is agreed that "Nationwide", or an organization which "Nationwide" has contracted with for this purpose, may provide "participants" the opportunity to obtain benefits, such as memberships, merchandise, services, seminars, coupons, points, vouchers, gift cards or other things.

The following terms, as defined, are applicable to Benefits:

- (1) "Participants" means the individual natural person named in the Declarations and their spouse, or others related by blood, marriage or other legally recognized familial relationship living in the participant's household.
- (2) "Nationwide" means the company issuing this policy as listed in the Declarations and all affiliated companies.

The following changes apply to Form **H 02 04 07 16 Personal Injury Coverage Endorsement**

**SECTION II — EXCLUSIONS**

Exclusion **1.d.** is replaced by the following:

- d. Arising out of a criminal act committed by or at the direction of an "insured" with the intent to cause "personal injury";

Exclusion **1.j.** is replaced by the following:

- j. Arising out of any interior or exterior presence, use, discharge, dispersal, release, migration, seepage or escape of:
  - (1) Solid, liquid, gaseous, or thermal irritants or contaminants, including smoke (except smoke arising solely from a hostile fire or the sudden and accidental discharge from a fireplace or furnace), vapors, soot fumes, acids, alkalis, toxic chemicals and wastes, toxic liquids or toxic gases;
  - (2) Fuel oil and other petroleum products; or
  - (3) Any other waste materials or other irritants, contaminants or pollutants.

This exclusion does not include:

- (1) Loss caused by pollutants that escape from heating and air conditions systems and appliance (HVAC);
- (2) Loss caused by common household chemicals used to maintain the residence premises; or
- (3) Loss caused by pollutants released from a "hostile fire";

Exclusion **1.m.** is replaced by the following:

H 01 00 TX 07 16

Page 11 of 13



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H 01 00 TX 07 16

- m. Resulting from an "insured" transmitting a communicable disease through sexual contact.

## SECTION II — CONDITIONS

Paragraph **C.5. Duties After Offense** is replaced by the following:

5. As often as we reasonably require:
- Show us any property and preserve same as long as we request;
  - Provide records, data and documents from any source and/or recorded by any method or means that we reasonably request for use in the evaluation or defense of any claim or suit and permit us to make copies of such records, data and documents;
  - Make statements to us, including recorded statements;
  - Submit to examinations under oath by our representatives and sign same; Upon request of you or us, the examinations under oath will be conducted separately and not in the presence of any other persons except the legal representative of the person submitting to the examination under oath, our representatives and a court reporter; A parent or guardian may be present with a minor during any interview or examination; and

The following changes apply to Form **H 02 12 07 16 Farmers Personal Liability Endorsement**

## SECTION II — EXCLUSIONS

Paragraph **E.2. Criminal Acts** is replaced by the following:

### 2. Criminal Acts

"Bodily injury" or "property damage" caused by or resulting from an act or omission that is criminal in nature and committed by an "insured" with the intention of causing "bodily injury". This exclusion applies regardless of whether the "insured" is actually charged with or convicted of a crime;

Paragraph **E.7. Contamination or Pollution** is replaced by the following:

### 7. Contamination Or Pollution

"Bodily injury" or "property damage" arising out of any interior or exterior presence, use, discharge, dispersal, release, migration, seepage or escape of:

- Solid, liquid, gaseous, or thermal irritants or contaminants, including smoke (except smoke arising solely from a hostile fire or the sudden and accidental discharge from a fireplace or furnace), vapors, soot, fumes, acids, alkalis, toxic chemicals and wastes, toxic liquids or toxic gases;
- Fuel oil and other petroleum products; or
- Any other waste materials or other irritants, contaminants or pollutants.

This Exclusion **E.7.** does not apply to:

- "Bodily injury" Arising out of routine lawn and garden care of an "insured location";
- Loss caused by pollutants that escape from heating and air conditioning systems and appliances (HVAC);
- Loss caused by common household chemicals used to maintain the residence premises; or
- Loss caused by pollutants released from a "hostile fire". This cannot be limited to only smoke released by a "hostile fire";



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H 01 00 TX 07 16

Paragraph **E.8. Communicable Disease** is replaced by the following:

**8. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured" through sexual contact;

Paragraph **E.9. Sexual Molestation, Corporal Punishment, Physical or Mental Abuse, or Harassment** is replaced by the following:

**9. Sexual Molestation, Corporal Punishment, Physical Or Mental Abuse, Or Harassment**

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment, physical or mental abuse, or harassment, including sexual harassment, whether actual, alleged or threatened. For the purposes of this endorsement, "abuse" means an act which is committed with the intent to cause harm;

**F. Coverage E — Personal Liability**

Paragraph **7.** is replaced with the following:

**7. Liability for any of the following:**

- a.** Judgments;
- b.** Costs;
- c.** Claims;

against an "insured" for punitive or exemplary damages. Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble, or other multiple damages in excess of compensatory damages. In addition, coverage does not apply for restitution, if the result of a criminal court order. This exclusion does not apply to the extent liability coverage would apply in the absence of the order of restitution.

The following changes apply to Forms **H 04 02 07 16 Special Coverage Personal Property — Tenant**, **H 06 01 07 16 Special Coverage Dwelling — Condominium**, **H 06 02 07 16 Special Coverage Personal Property — Condominium**, **H 03 09 07 16 Special Coverage Personal Property — Homeowner**

**SECTION I — PERILS INSURED AGAINST**

Exclusion **j.(5)** is replaced by the following in Form **H 04 02** and Form **H 06 02** (this is Exclusion **e.(5)** in Form **H 03 09** and Exclusion **c.(6)(e)** in Form **H 06 01**):

- (5)** Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by one or more of the Perils Insured Against that would apply under Coverage **C** of the policy form if this endorsement were not attached to the policy form.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion does not include the following:

- (a)** Loss caused by pollutants that escape from heating and air conditioning systems and appliances (HVAC);
- (b)** Loss caused by common household chemicals used to maintain the residence premises;

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

H 01 00 TX 07 16

Page 13 of 13